

EVAdmin2

From: Todd Wodraska
Sent: Saturday, December 15, 2018 9:38 AM
To: Sally Boylan
Subject: Re: Freedom of Information Act Request: Todd R. Wodraska Last 200 Pages of Emails With "Mastroianni"

Ok thx

Sent from my iPhone

On Dec 15, 2018, at 8:47 AM, Sally Boylan <SallyB@jupiter.fl.us> wrote:

Good morning,

For your information, below is a public records request requesting emails to/from Todd Wodraska containing "Mastroianni". This request will be handled per our standard procedures & I will touch base with you prior to the release of any records.

Muckrock.com is a very active records requestor throughout the State.
Please, let me know if you would like any additional info. My cell is 758-1511.
Thank you, Sally

Sent from my iPad

Begin forwarded message:

From: <66184-58106277@requests.muckrock.com>
Date: December 15, 2018 at 12:17:59 AM EST
To: <Sallyb@jupiter.fl.us>
Subject: Freedom of Information Act Request: Todd R. Wodraska Last 200 Pages of Emails With "Mastroianni"

Jupiter Mayor's Office
FOIA Office
210 Military Trail
Jupiter, FL 33458

December 15, 2018

To Whom It May Concern:

Pursuant to the Freedom of Information Act, I hereby request the following records:

I would like to obtain the last 200 pages of emails sent to, from, or copied to Todd R. Wodraska that contain the non-case-sensitive key-string "Mastroianni"

You may start with the most recent email (as of the time you receive this request). Convert this email to PDF and then proceed to the immediately prior email until 200 pages of emails have been produced.

I request that you ignore spam, junk mail, or newsletters.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 20 business days, as the statute requires.

Sincerely,

Taylor Amarel

Filed via MuckRock.com

E-mail (Preferred): 66184-58106277@requests.muckrock.com

Upload documents directly:

https://www.muckrock.com/accounts/agency_login/jupiter-mayors-office-12411/todd-r-wodraska-last-200-pages-of-emails-with-mastroianni-66184/?email=Sallyb%40jupiter.fl.us&uuid-login=5361ff24-764b-4e8e-aa6d-b8a108812766#agency-reply

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News

DEPT MR 66184

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.



EVAdmin2

From: Todd Wodraska
Sent: Wednesday, November 7, 2018 3:15 PM
To: Matt Benoit
Subject: FW: Re mediation
Attachments: Draft Letter from Town Manager to HBP re. mediation[3].docx

See attached, HBS is saying they need a letter like this schedule...tw

From: Nicholas Mastroianni III [nicholas@usifund.com]
Sent: Wednesday, November 07, 2018 3:07 PM
To: Todd Wodraska
Subject: Re mediation

Hi – attached is a draft that my counsel just sent. He’s a little “fluffy” and I didn’t edit it so please have Matt consider it as an outline of what’s needed regarding authority for us to reach out and setup mediation.

Thank you again.

*All information in this email, as well as any attachments and/or references, are highly confidential and not to be shared with anyone other than the original intended recipient. If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately by return email, and do not use or disseminate such information. All information in this email, as well as any attachments and/or references herein, shall not constitute an offer to sell or a solicitation of an offer to buy any interest in any security or any security derivative products of any kind, or any type of trading or investment advice, recommendation or strategy. No offer to sell or solicitation of an offer to buy an interest in any security [or other such product may be made to a prospective subscriber (i) until a copy of the applicable subscription materials have been provided to and reviewed by such prospective purchaser, which must be completed and returned in accordance with the terms thereof, (ii) unless made exclusively outside the United States to a prospective subscriber who is a non-U.S. citizen or non-U.S. permanent resident in accordance with Regulation S of the Securities Act of 1933, as amended; and (iii) in any jurisdiction in which such offer or solicitation is unlawful. Any representations to the contrary are unlawful. * U.S. Immigration Fund, LLC and its related companies are not affiliated with, nor agencies of, the United States Government.

EVAdmin2

From: Todd Wodraska
Sent: Wednesday, October 31, 2018 5:21 PM
To: Matt Benoit
Cc: Baird, Thomas J.
Subject: FW: Harbourside Place 2019 Event Schedule
Attachments: image001.png; ATT00001.htm; HARBOURSIDE PLACE 2019 EVENT SCHEDULE_.pdf; ATT00002.htm

Hi Matt,

I'd like to schedule a meeting with you Thom Baird and John Sickler to discuss this event schedule and Harbourside, in general.

I propose Tuesday 11/6 at 8:30 am. since I have a 9:30 am at El Sol.

Please let me know if this works.

Regards,

Todd Wodraska
Mayor

From: Connie Kartell [connie@acdofsouthflorida.com]
Sent: Wednesday, October 31, 2018 3:48 PM
To: Todd Wodraska
Subject: Fwd: Harbourside Place 2019 Event Schedule

Honorable Mayor

Please find attached Harbourside Place's 2019 event schedule that was been distributed to all departments within the Town of Jupiter.

We appreciate your continued support for our community.

Regards,
Connie Kartell
Harbourside Place
115 Front Street
Jupiter, FL. 33477
561-799-0050

Begin forwarded message:

From: Connie Kartell <connie@acdofsouthflorida.com>
Date: October 31, 2018 at 3:17:03 PM EDT
To: "MattB@jupiter.fl.us" <MattB@jupiter.fl.us>, "StephT@jupiter.fl.us" <StephT@jupiter.fl.us>, "JohnS@jupiter.fl.us" <JohnS@jupiter.fl.us>, "towncouncil@jupiter.fl.us" <towncouncil@jupiter.fl.us>, "TBaird@jonesfoster.com" <TBaird@jonesfoster.com>, "DeanF@jupiter.fl.us" <DeanF@jupiter.fl.us>,

"StevenD@jupiter.fl.us" <StevenD@jupiter.fl.us>, "katem@jupiter.fl.us" <katem@jupiter.fl.us>, "1160@jupiter.fl.us" <1160@jupiter.fl.us>, Peter Begovich <PeterB@jupiter.fl.us>, "scottt@jupiter.fl.us" <scottt@jupiter.fl.us>, Brenda Arnold <BrendaA@jupiter.fl.us>
Cc: Nicholas Mastroianni III <nicholas@acdofsouthflorida.com>, Jason Metula <jason@usifund.com>, John Hamma <john.hamma@acdofsouthflorida.com>
Subject: Harbourside Place 2019 Event Schedule

All,

Pursuant to condition 10e of Resolution 2-13 please find attached Harbourside Place's 2019 Event Schedule. Kindly advise a convenient time to coordinate details with CRA and the Jupiter Police Department.

Regards,

Connie Kartell

**Harbourside Place, LLC
115 Front Street, Suite 300
Jupiter, FL 33477**

O: 561-799-0050 ext. 108

F: 561-799-0061

Email: Connie@acdofsouthflorida.com

EVAdmin2

From: Todd Wodraska
Sent: Tuesday, October 30, 2018 2:42 PM
To: Matt Benoit
Subject: Fwd: Annual Events & Proposed Attenuation
Attachments: HARBOURSIDE PLACE 2018 EVENT SCHEDULE[2].docx; ATT00001.htm; HARBOURSIDE PLACE 2019 EVENT SCHEDULE_10.25.18[2].docx; ATT00002.htm; Jupiter 1[10][2].pdf; ATT00003.htm; Jupiter 2[13][2].pdf; ATT00004.htm; dgu 4mm float 64mm(331)pvb-sr rw37[4].pdf; ATT00005.htm

I'll call you later. TW

Sent from my iPhone

Begin forwarded message:

From: "Nicholas Mastroianni III" <nicholas@acdofsouthflorida.com>
To: "Todd Wodraska" <toddw@jupiter.fl.us>
Subject: Annual Events & Proposed Attenuation

Good Afternoon Todd,

Just following up on my email from last week. I wanted to see if you had any questions or comments on the attached schedules. Again, the first one is what we submitted to (and was received by) TOJ for fiscal year 2018 and the second schedule is what we must submit today as it's required to be in 60 days before the end of the year or we are penalized. Previously staff took the position that our submission of the schedule within 60 days of year end resulted in us not being allowed to have any events at all whatsoever for the entire year!

Also, the enclosure drawings are not simply concepts, but an attenuation avenue that we have spent a significant amount of time and money exploring. There are a few things that can be done either in addition to enclosure changes or instead of that the sound experts are sure will make substantial differences to the sounds emanating from the amphitheater. The last attachment, that I had not sent last week, is a report on the sound reduction this caliber of glass has. As you can see, it says up to 40dB plus reduction via testing. We obviously won't get that in an outdoor environment because the band isn't enclosed in a glass box, but it will substantially house and block the sound from reverting backwards from the stage towards the intracoastal and residential homes across the way.

Please give me a ring to discuss the attached at your earliest convenience. And please keep this for your own review and understanding in the meantime and only share as you see necessary.

I hope you had a nice trip last week. Look forward to furthering discussions before season is really upon us.

Thanks again,

Nicholas

NICHOLAS A. MASTROIANNI III

VICE PRESIDENT & CMO

ALLIED CAPITAL & DEVELOPMENT OF SOUTH FLORIDA™

115 FRONT STREET

JUPITER, FL 33477

TEL: 561.799.0050

NICHOLAS@ACDOFSOUTHFLORIDA.COM

WWW.ACDOFSOUTHFLORIDA.COM

EVAdmin2

From: pironer@aol.com
Sent: Tuesday, June 21, 2016 6:55 PM
To: Todd Wodraska
Subject: Harbourside

Todd,

I understand the Town Council is working in good faith to resolve the issues with the Harbourside developer, but based on the article in the Palm Beach Post, it doesn't appear a resolution is close at hand. Refusing to issue a permit for a July 4th event, penalizes not only Mr. Mastroianni, but more importantly the business owners, many of whom need a significant boost in traffic throughout the complex, in order to be successful.

I urge the Town Council to increase its efforts to achieve a mutually beneficial agreement, with Mr. Mastroianni as soon as possible. The stakes are high, because if Harbourside fails, the Town fails!

Sincerely,

Robert Pirone
176 Hampton Pl.

EVAdmin2

From: pironer@aol.com
Sent: Tuesday, June 21, 2016 6:55 PM
To: Todd Wodraska
Subject: Harbourside

Todd,

I understand the Town Council is working in good faith to resolve the issues with the Harbourside developer, but based on the article in the Palm Beach Post, it doesn't appear a resolution is close at hand. Refusing to issue a permit for a July 4th event, penalizes not only Mr. Mastroianni, but more importantly the business owners, many of whom need a significant boost in traffic throughout the complex, in order to be successful.

I urge the Town Council to increase its efforts to achieve a mutually beneficial agreement, with Mr. Mastroianni as soon as possible. The stakes are high, because if Harbourside fails, the Town fails!

Sincerely,

Robert Pirone
176 Hampton Pl.

EVAdmin2

From: Andy Lukasik
Sent: Sunday, November 15, 2015 5:00 PM
To: Andy Lukasik
Cc: Dean Fowler; Stephanie Thoburn; Peter Begovich; Ben Klug; Ilan Kaufer; Karen Golonka; John Sickler; Todd Wodraska; Jim Kuretski; Brenda Arnold; Lori Bonino; Kate Moretto; Michael Villella; Chief Frank Kitzerow; Deputy Chief Daniel Kerr; Thomas Baird
Subject: Re: Bands At HBS keep playing

Well, according to Deputy Chief Kerr based upon his discussion with the shift supervisor, ms cavner's report is accurate. Ryan actually shut the music off and nick ordered it back on.

This is Harbourside's second violation in two weeks.

Staff will have to evaluate how we move forward with these permits from here on out.

Sent from Andy's iPhone

> On Nov 15, 2015, at 4:30 PM, Catherine Cavner <hcavner@aol.com> wrote:
>
> Police tried to shut the band down and the Police told one neighbor that they can not shut the band down -----
Mastroianni said" he will just pay the fines "
>
> He has not paid ANY fines yet--- why do you think he would pay any now.
>
>
> Catherine Cavner

EVAdmin2

From: Catherine Cavner <hcavner@aol.com>
Sent: Sunday, November 15, 2015 4:30 PM
To: Andy Lukasik; Dean Fowler; Stephanie Thoburn; Peter Begovich; Ben Klug; Ilan Kaufer; Karen Golonka; John Sickler; Todd Wodraska; Jim Kuretski
Subject: Bands At HBS keep playing

Police tried to shut the band down and the Police told one neighbor that they can not shut the band down -----
Mastroianni said" he will just pay the fines "

He has not paid ANY fines yet--- why do you think he would pay any now.

Catherine Cavner

EVAdmin2

From: Nick Mastroianni II <nick@acdofsouthflorida.com>
Sent: Monday, March 2, 2015 2:16 PM
To: Todd Wodraska
Subject: Video of Harbourside Place Supporters

The Honorable Todd Wodraska,

Thank you for the time and effort you have dedicated to working with us to make Harbourside Place the centerpiece of Jupiter's new downtown entertainment district. We wanted to take this opportunity to confirm our continued commitment to working with the Town of Jupiter and its residents to ensure that Harbourside Place continues to thrive and fulfill our guests' shopping, dining and entertainment needs.

We are very proud of this beautiful project we developed along with support from the Town Council and many others. Offering free, live music, entertainment and family-friendly events is the key to its success.

As we are seeing, there is tremendous support from residents throughout Jupiter for free, live music on the waterfront. We produced a short video of residents talking about Harbourside Place's music, events, dining and shopping, and the link is [here](#).

We look forward to receiving our outdoor entertainment venue designation, and making Jupiter's downtown a gathering place for our residents, neighboring cities and visitors to enjoy for years to come.

Warm regards,

Nicholas A. Mastroianni II
Nicholas Mastroianni III
Managers
Allied Capital & Development of South Florida, LLC
1295 US Highway 1
North Palm Beach, FL 33408
Phone: (561) 799-0050
Fax: (561) 799-0061
Cell: (561)662-6831
Skype: NMastroianni2

Nick@acdofsouthflorida.com

EVAdmin2

From: Toro, Angie <Angie.Toro@mail.house.gov>
Sent: Wednesday, July 24, 2013 8:49 AM
To: Todd Wodraska
Subject: RE: Meeting with Congressman Murphy

Thank you so much!

Kind Regards,

Angie Toro
Constituent Services Representative
Congressman Patrick E. Murphy (FL-18)
2000 PGA Boulevard, Suite A-3220
Palm Beach Gardens, FL 33408
Office: (561) 253-8433
Fax: (561) 253-8436

☑ Please consider the environment before printing this e-mail.

-----Original Message-----

From: Todd Wodraska [mailto:toddw@jupiter.fl.us]
Sent: Wednesday, July 24, 2013 8:48 AM
To: Toro, Angie
Subject: RE: Meeting with Congressman Murphy

I will plan to attend the 5:30 pm tour at Harbourside.

Thank you,

Todd Wodraska

From: Toro, Angie [Angie.Toro@mail.house.gov]
Sent: Tuesday, July 23, 2013 10:30 AM
To: Todd Wodraska
Subject: Meeting with Congressman Murphy

My name is Angie and I'm with the Office of Congressman Patrick E. Murphy. I wanted to touch base with you because the Congressman will be in the District on Wednesday, August, 21. We are currently putting together two meetings for that afternoon.

The first meeting will be at 4:15 pm and he will be touring the beach re-nourishment project at Carlin park with Todd Bonlarron.

The second meeting will be at 5:30 pm and it's a hard hat tour of Harbourside Place in Jupiter with Mr. Nick Mastroianni of Allied Capital & Development.

Would you please let me know which of the two meeting you would be available for?

Kind Regards,

Angie Toro

Constituent Services Representative

Congressman Patrick E. Murphy (FL-18)

2000 PGA Boulevard, Suite A-3220

Palm Beach Gardens, FL 33408

Office: (561) 253-8433

Fax: (561) 253-8436

[http://demcom/sites/default/files/Facebook_logo_32.gif]<http://www.facebook.com/CongressmanPatrickMurphy>>[[Twitter_logo_32](http://demcom/sites/default/files/Twitter_logo_32.png)]<https://twitter.com/RepMurphyFL>>

[https://demcom.house.gov/sites/demcom.house.gov/files/YouTube_32.jpg]

<http://www.youtube.com/user/RepPatrickMurphyFL>> [[flickr](http://www.flickr.com/photos/reppatrickmurphyfl/)] <http://www.flickr.com/photos/reppatrickmurphyfl/>>

P Please consider the environment before printing this e-mail.

EVAdmin2

From: Todd Wodraska
Sent: Wednesday, July 24, 2013 8:48 AM
To: Toro, Angie
Subject: RE: Meeting with Congressman Murphy

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Thank you,

Todd Wodraska

From: Toro, Angie [Angie.Toro@mail.house.gov]
Sent: Tuesday, July 23, 2013 10:30 AM
To: Todd Wodraska
Subject: Meeting with Congressman Murphy

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Would you please let me know which of the two meeting you would be available for?

Kind Regards,

Angie Toro
Constituent Services Representative
Congressman Patrick E. Murphy (FL-18)
2000 PGA Boulevard, Suite A-3220
Palm Beach Gardens, FL 33408
Office: (561) 253-8433
Fax: (561) 253-8436



Please consider the environment before printing this e-mail.

EVAdmin2

From: Todd Wodraska
Sent: Tuesday, April 12, 2011 4:55 PM
To: woody343@gmail.com
Subject: Fw: Emailing: Harbourside Place LLC letter from Nicholas Mastroianni
Attachments: Harbourside Place LLC letter from Nicholas Mastroianni.pdf

Importance: High

Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: "Madeleine Pavola" <MadeleineP@jupiter.fl.us>
Date: Tue, 12 Apr 2011 16:26:48
To: Town Council<TownCouncil@jupiter.fl.us>; Sally Boylan<SallyB@jupiter.fl.us>; Janet Murphy<janetm@jupiter.fl.us>; Debra Gallagher<DebraG@jupiter.fl.us>; Brenda Arnold<BrendaA@jupiter.fl.us>; Michael Villella<michaelv@jupiter.fl.us>; <tjb@jones-foster.com>; Green, Marilyn R.<mgreen@jones-foster.com>
Subject: Emailing: Harbourside Place LLC letter from Nicholas Mastroianni

<<Harbourside Place LLC letter from Nicholas Mastroianni.pdf>> Please place copies of this letter on the dais. Thanks.
The message is ready to be sent with the following file or link
attachments:

Harbourside Place LLC letter from Nicholas Mastroianni

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

EVAdmin2

From: Madeleine Pavola
Sent: Monday, December 6, 2010 4:44 PM
To: Anne Lyons; Andy Lukasik; Todd Wodraska
Subject: FW: Revised agenda and back-up for the 12/08/10 CRA Meeting

From: Janet Murphy
Sent: Monday, December 06, 2010 4:40 PM
To: Madeleine Pavola
Subject: FW: Revised agenda and back-up for the 12/08/10 CRA Meeting

Madeleine,

Due to a technical issue with the download today's revised documents will be linked on the web but not available for download. Todd, Andy and Anne are the main user of the download.

Thanks,
Janet

From: Janet Murphy
Sent: Monday, December 06, 2010 10:30 AM
To: Madeleine Pavola
Cc: Sally Boylan; Michael Villella
Subject: Revised agenda and back-up for the 12/08/10 CRA Meeting

Madeleine,

Please distribute the following to Council.



Thanks,
Janet

EVAdmin2

From: Todd Wodraska
Sent: Thursday, October 21, 2010 9:33 AM
To: Madeleine Pavola
Subject: Re: Individual Councilmember meetings

2501A burns road. PBG

Sent from my Verizon Wireless BlackBerry

From: "Madeleine Pavola" <MadeleineP@jupiter.fl.us>
Date: Wed, 20 Oct 2010 14:19:14 -0400
To: Todd Wodraska<toddw@jupiter.fl.us>
Subject: RE: Individual Councilmember meetings

I have set the meeting up for October 28 at 2:00 pm in your office. Would you please email me the address of your office, thanks.

From: Todd Wodraska
Sent: Wednesday, October 20, 2010 1:59 PM
To: Madeleine Pavola
Subject: Re: Individual Councilmember meetings

Anytime 10/28 or 10/29 in my office.
TW

Sent from my Verizon Wireless BlackBerry

From: "Madeleine Pavola" <MadeleineP@jupiter.fl.us>
Date: Wed, 20 Oct 2010 13:37:20 -0400
To: Todd Wodraska<toddw@jupiter.fl.us>; Kuretski, Jim<Jim.Kuretski@fpl.com>; Karen Golonka<kareng@jupiter.fl.us>
Subject: FW: Individual Councilmember meetings

Would you please call or email me with a date and time that are convenient for you to meet with Nick. I have already scheduled one meeting for November 1 at 2:00 so that time is no longer available.

Thanks

Madeleine
741-2214
madeleinep@jupiter.fl.us

From: Nick Mastroianni [mailto:nick@acdofsouthflorida.com]
Sent: Wednesday, October 20, 2010 11:05 AM
To: Madeleine Pavola
Cc: Andy Lukasik; Michael Villella; John Sickler; Stephanie Thoburn; Emily O'Mahoney
Subject: Individual Councilmember meetings

Madeline;

Good morning; as you may have heard we continued the Harbourside parking and architectural second reading last night due to some issues that I need to discuss with the councilmember's individually. Could you please set up meetings with each of them? I'm happy to meet at the town. Any afternoon the week of Oct 25th, or anytime Monday Nov 1st works for me

Thanks Nick

Nicholas A. Mastroianni, II
Allied Capital and Development of South Florida, LLC
11770 US Highway 1, Suite 301
Palm Beach Gardens, FL 33408
Nick@ACDofSouthFlorida.com
Tel: 561-799-0050 Fax: 561-799-0061

EVAdmin2

From: Todd Wodraska
Sent: Wednesday, October 20, 2010 2:05 PM
To: Madeleine Pavola
Subject: Re: Individual Councilmember meetings

Anytime 10/28 or 10/29 in my office.
TW

Sent from my Verizon Wireless BlackBerry

From: "Madeleine Pavola" <MadeleineP@jupiter.fl.us>
Date: Wed, 20 Oct 2010 13:37:20 -0400
To: Todd Wodraska<toddw@jupiter.fl.us>; Kuretski, Jim<Jim.Kuretski@fpl.com>; Karen Golonka<kareng@jupiter.fl.us>
Subject: FW: Individual Councilmember meetings

Would you please call or email me with a date and time that are convenient for you to meet with Nick. I have already scheduled one meeting for November 1 at 2:00 so that time is no longer available.

Thanks

Madeleine
741-2214
madeleinep@jupiter.fl.us

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Cc: Andy Lukasik; Michael Villella; John Sickler; Stephanie Thoburn; Emily O'Mahoney
Subject: Individual Councilmember meetings

Madeline;

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Thanks Nick

Nicholas A. Mastroianni, II
Allied Capital and Development of South Florida, LLC
11770 US Highway 1, Suite 301
Palm Beach Gardens, FL 33408
Nick@ACDofSouthFlorida.com
Tel: 561-799-0050 Fax: 561-799-0061

EVAdmin2

From: Joe Becker <joseph_beckerjr@comcast.net>
Sent: Wednesday, February 11, 2009 6:17 PM
To: Todd Wodraska; Karen Golonka
Cc: Bob Friedman; Wendy Harrison; Jim Kuretski; Brenda Arnold
Subject: Joe Becker's - application docs for Owner's CM at Harbourside - Jupiter
Attachments: Jupiter - Harbourside JJB Letter and Resume Docs.pdf

Todd, Karen,

Hi, my name is Joe Becker. I dropped of a cover letter, resume and qualifications package at the Town Hall today for your attention. Regarding the upcoming project for Harbourside, I would like to be considered for a possible position as Owner's Construction Manager, to properly manage and oversee Allied Capital & Development of South Florida (Nick Mastroianni).

I am planning to attend the Community Redevelopment Agency meeting this evening; and we might be able to discuss this function briefly. I am available for further discussions at any time.

thanks, Joe Becker, P.E., LEED AP
cell: 561 / 693 - 8907
joseph_beckerjr@comcast.net

EVAdmin2

From: Sandy <sandy@alliedcapitalanddevelopment.net>
Sent: Monday, September 15, 2008 3:29 PM
To: Nate Eckloff; Richard Yellen; Wesley Bradish; Willilam Capko; Charlie Isiminger; Dan Dailey; Emily O'Mahoney; Jeff Scott; Pat Nawrock; Terry Lewis; Eddie Lamas; Freddy Vivas; Karen Brandon; Betsy Lindsay; David Finkelstein; Doug Fitzwater; Joe Hewitt; Oates Reis; Peter Basch; Bob Huratiak; Harvey Schultz ; Joe Forgione; Rosanne Brooks; Steven Katz; Trish Glen; Vince Mistretta; Wayne Zuckerman; Dennis Stevenson; Dominique Denis ; Louis Capano; Steve Cohen; ACD1298@aol.com; Martin Grinbank; bkombol@yellenlaw.com; Bryan S. Cohen; Andy Lukasik; Annalisa Donadio; Andrea Troutman; April Stubbs; gillespie.allison@prodigy.net; George Gentile; Greg Hong; Bernice Torres; baschp@bellsouth.net; babe-daileyland@earthlink.net; Balbis, Roberto; Bob Rosenberg; bcapko@llw-law.com; Kenneth Dodge; Andrew Baumann; Jesse Hewitt; Bryan Ridgley; barnold@jupiter.fl.us; Carol Pfefferkorn; Dan Catalfumo; Doug Fitzwater; ExprtWtnss@aol.com; Erica Veksler; Hillary Lis; Henk Horn; Jenna Pagan; Reid French; David Romcke ; Karin Melton; Jeff Iravani; Jack Wensel; Janeen B. DePinto; Mike.Yacobellis@cbre.com; Michelle Kolodny; Willy A. Bermello; Linda Riccardi; Madeleine Pavola; Marilyn Ayala; mdg@mdgadvertising.com; Mary Lindgren; Sandy Squillace; nweinstein@statesidecapitalcorp.com; Oats Reis; rlackeyco@msn.com; Shirley Foxwell; Sam Giordano; Scott Thatcher; Tony Saadeh; Todd Wodraska; jrmears@elitelending.biz; Murphy, David @ Orlando
Cc: Nick@alliedcapitalanddevelopment.net; Sal D'Ambrosca
Subject: Allied News

Please be advised that effective September 15, 2008, Cheri Pavlik is no longer employed with Allied Capital and Development of South Florida. We have enjoyed a long relationship with her and wish her the best of luck in her future endeavors.

I will be handling Cheri's responsibilities and ask that you direct all email, phone calls, and correspondence to me as indicated below. You may also feel free to contact Nick Mastroianni directly as well. Thank you.

Sandy Albanese
Allied Capital and Development of South Florida
11770 U.S. Highway 1, Suite 301
Palm Beach Gardens, FL 33408
Tel: (561) 799-0050 Fax: (561) 799-0061
sandy@alliedcapitalanddevelopment.net



EVAdmin2

From: Sandy <sandy@alliedcapitalanddevelopment.net>
Sent: Monday, September 15, 2008 3:29 PM
To: Nate Eckloff; Richard Yellen; Wesley Bradish; Willilam Capko; Charlie Isiminger; Dan Dailey; Emily O'Mahoney; Jeff Scott; Pat Nawrock; Terry Lewis; Eddie Lamas; Freddy Vivas; Karen Brandon; Betsy Lindsay; David Finkelstein; Doug Fitzwater; Joe Hewitt; Oates Reis; Peter Basch; Bob Huratiak; Harvey Schultz ; Joe Forgione; Rosanne Brooks; Steven Katz; Trish Glen; Vince Mistretta; Wayne Zuckerman; Dennis Stevenson; Dominique Denis ; Louis Capano; Steve Cohen; ACD1298@aol.com; Martin Grinbank; bkombol@yellenlaw.com; Bryan S. Cohen; Andy Lukasik; Annalisa Donadio; Andrea Troutman; April Stubbs; gillespie.allison@prodigy.net; George Gentile; Greg Hong; Bernice Torres; baschp@bellsouth.net; babe-daileyland@earthlink.net; Balbis, Roberto; Bob Rosenberg; bcapko@llw-law.com; Kenneth Dodge; Andrew Baumann; Jesse Hewitt; Bryan Ridgley; barnold@jupiter.fl.us; Carol Pfefferkorn; Dan Catalfumo; Doug Fitzwater; ExprtWtnss@aol.com; Erica Veksler; Hillary Lis; Henk Horn; Jenna Pagan; Reid French; David Romcke ; Karin Melton; Jeff Iravani; Jack Wensel; Janeen B. DePinto; Mike.Yacobellis@cbre.com; Michelle Kolodny; Willy A. Bermello; Linda Riccardi; Madeleine Pavola; Marilyn Ayala; mdg@mdgadvertising.com; Mary Lindgren; Sandy Squillace; nweinstein@statesidecapitalcorp.com; Oats Reis; rlackeyco@msn.com; Shirley Foxwell; Sam Giordano; Scott Thatcher; Tony Saadeh; Todd Wodraska; jrmears@elitelending.biz; Murphy, David @ Orlando
Cc: Nick@alliedcapitalanddevelopment.net; Sal D'Ambrosca
Subject: Allied News

Please be advised that effective September 15, 2008, Cheri Pavlik is no longer employed with Allied Capital and Development of South Florida. We have enjoyed a long relationship with her and wish her the best of luck in her future endeavors.

I will be handling Cheri's responsibilities and ask that you direct all email, phone calls, and correspondence to me as indicated below. You may also feel free to contact Nick Mastroianni directly as well. Thank you.

Sandy Albanese
Allied Capital and Development of South Florida
11770 U.S. Highway 1, Suite 301
Palm Beach Gardens, FL 33408
Tel: (561) 799-0050 Fax: (561) 799-0061
sandy@alliedcapitalanddevelopment.net



EVAdmin2

From: Sandy <sandy@alliedcapitalanddevelopment.net>
Sent: Wednesday, March 26, 2008 8:54 AM
To: Todd Wodraska
Subject: RE: Harbourside Community Development District

Will do. Thank you.

Sandy Albanese
Allied Capital and Development
3300 PGA Blvd, Suite #330
Palm Beach Gardens, Fl. 33410
(561) 799-0050 (561) 799-0061 Facsimile
sandy@alliedcapitalanddevelopment.net

From: Todd Wodraska [<mailto:toddw@jupiter.fl.us>]
Sent: Wednesday, March 26, 2008 8:46 AM
To: Sandy
Subject: RE: Harbourside Community Development District

I have no idea.
I'd contact the engineer working on the project.

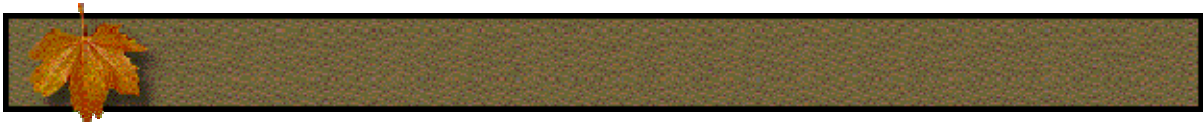
Todd Wodraska

From: Sandy [<mailto:sandy@alliedcapitalanddevelopment.net>]
Sent: Mon 3/24/2008 2:17 PM
To: Todd Wodraska
Subject: Harbourside Community Development District



Attorney Bill Capko thought that you would be the appropriate party to contact for a statement of estimated regulatory costs in connection with the proposed Community Development District for the Harbourside project. Please advise if this is something that you can provide, or whom I should contact. Thank you.

Sandy Albanese, Executive Assistant
Nicholas A. Mastroianni, II
Allied Capital and Development
3300 PGA Blvd, Suite #330
Palm Beach Gardens, Fl. 33410
(561) 799-0050 (561) 799-0061 Facsimile
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Internal Virus Database is out-of-date.

Checked by AVG Free Edition.

Version: 7.5.488 / Virus Database: 269.15.8/1089 - Release Date: 10/23/2007 7:39 PM

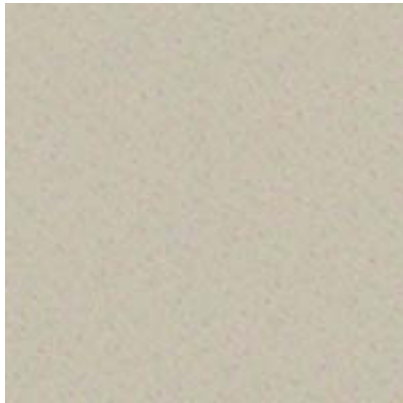
EVAdmin2

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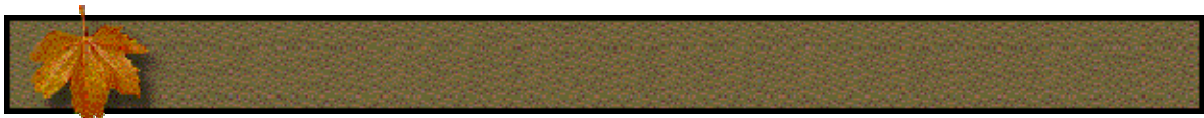
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(561) 799-0050 (561) 799-0061 Facsimile
sandy@alliedcapitalanddevelopment.net



EVAdmin2

From: Sandy <sandy@alliedcapitalanddevelopment.net>
Sent: Monday, March 24, 2008 2:17 PM
To: Todd Wodraska
Subject: Harbourside Community Development District

Attorney Bill Capko thought that you would be the appropriate party to contact for a statement of estimated regulatory costs in connection with the proposed Community Development District for the Harbourside project. Please advise if this is something that you can provide, or whom I should contact. Thank you.

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sandy@alliedcapitalanddevelopment.net



EVAdmin2

From: Todd Wodraska
Sent: Friday, March 21, 2008 9:28 AM
To: twodraska@sdsinc.org
Subject: FW: Objections to Property Sale RFP approach
Attachments: ATT101164.htm

From: Andy Lukasik
Sent: Thu 3/20/2008 8:39 PM
To: Karen Golonka; Bob Friedman; Wendy Harrison; Todd Wodraska
Subject: Fw: Objections to Property Sale RFP approach

Sent via BlackBerry by AT&T

-----Original Message-----

From: "Andy Lukasik" <AndyL@jupiter.fl.us>

Date: Thu, 20 Mar 2008 19:25:43

To: "Jim Kuretski" <JimK@jupiter.fl.us>

Subject: Re: Objections to Property Sale RFP approach

Bring the issue up at Tuesday's council meeting.

Sent via BlackBerry by AT&T

-----Original Message-----

From: "Jim Kuretski" <JimK@jupiter.fl.us>

Date: Thu, 20 Mar 2008 19:15:22

To: "Andy Lukasik" <AndyL@jupiter.fl.us>

Subject: Objections to Property Sale RFP approach

I remain very concerned about the RFP approach being used for the sale of the Town's First Union property.

The RFP appears to have been crafted to closely match/coincide with the current Harborside Development Plan. Refer to the Comparisons Summary Overview that follows below.

It certainly seems like the Town is endeavoring to (a) support the Harborside Project Plan, (b) fit the Harborside Developer's project financing desires and (c) help subsidize construction of the Harborside project.

The proposed RFP will not yield competitive bid proposal(s) because no one other than the Harborside Developer or an affiliated company could be expected to invest the needed efforts to submit a bid proposal that meets the RFP requirements.

Please be advised that I OBJECT to the Property Sale RFP approach. In my opinion, it does not serve the public interests and it seems to make a foregone conclusion to many Harborside Development issues that should be decided by the Town Council during a Public Hearing(s) process.

Jim Kuretski

Comparisons: Harborside Development Plan vs. Town of Jupiter RFP

Harborside Plan - Bldg 5 (use of Town Property):

- * 627 parking spaces
- * 12,550 SF Retail (4,750 SF National Retail + 7,800 SF Local Retail)
- * 28,000 SF Office
- * 1,200 SF Offices (Town of Jupiter)
- * Public Restrooms

The draft RFP for land lease or sale Town of Jupiter's First Union Property requests proposals for development and operation of a FOR-PROFIT PARKING GARAGE WITH A COMMERCIAL AND CULTURAL COMPONENT with the following design criteria physical features description:

- * traffic concurrency
 - * For-profit 500 space parking structure (a percentage available for use by the adjacent property owner to stimulate development)
 - * Min. 12,000 SF Retail
 - * Min. 29,000 SF Office
 - * Min. 1,200 SF Town office/storage
 - * Min. 2,500 SF Cultural exhibit/office
 - * Public Restrooms
-

Jupiter to solicit ideas for Riverwalk garage

By ANA X. CERON <http://www.palmbeachpost.com/localnews/content/north/epaper/2008/03/20/mailto:ana_ceron@pbpost.com>

>
Palm Beach Post Staff Writer

Thursday, March 20, 2008

JUPITER — A 500-car parking garage for Riverwalk is in the works.

The town council agreed Tuesday to ask developers to pitch ideas for building and running a parking garage on a prime 1.5-acre site the town owns on Coastal Way. Proposals are due May 30.

Officials are offering to sell or lease the property, though some council members prefer a long-term lease.

"I really like that it keeps us involved in the operation of the property and we remain a partner through the highs and lows of whatever future development may occur," Councilwoman Wendy Harrison said.

The request for proposals calls for a "for-profit" garage with at least 500 spaces that would provide public parking during Riverwalk events. The project would also include commercial space for shops and offices, and 2,500 square feet for a "cultural exhibit or office."

The town purchased the site years ago, hoping to use it to jump-start the Riverwalk project's northern section. The unfinished 2.5-mile path meanders along the Intracoastal Waterway to the Jupiter Inlet. Completing the public walkway depends on developer contributions.

The Burt Reynolds & Friends Museum currently sits on the town-owned site. No decision has been made as to where the museum would relocate.

The property is also adjacent to the proposed Harbourside entertainment district site. Developer Nick Mastroianni wants to build a complex of shops, restaurants and offices, and has had his sights set on the town site to help provide parking.

Resident Philip Cipolla objected to the town offering its property for a parking garage that he said would bail out Harbourside. He said developers should provide their own on-site parking.

The retired architect also criticized Harbourside, saying it is too bland and won't draw visitors.

"So far, Riverwalk, in my mind, has been a failure, and this is our hope," Cipolla said of the proposed entertainment district.

"If we can hope and do it, good," he said. "If not, let's not talk about Riverwalk anymore."

EVAdmin2

From: Andy Lukasik
Sent: Thursday, March 20, 2008 8:40 PM
To: Karen Golonka; Bob Friedman; Wendy Harrison; Todd Wodraska
Subject: Fw: Objections to Property Sale RFP approach
Attachments: ATT101171.htm

Sent via BlackBerry by AT&T

-----Original Message-----

From: "Andy Lukasik" <AndyL@jupiter.fl.us>

Date: Thu, 20 Mar 2008 19:25:43

To: "Jim Kuretski" <JimK@jupiter.fl.us>

Subject: Re: Objections to Property Sale RFP approach

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Date: Thu, 20 Mar 2008 19:15:22

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Jim Kuretski
Town Councilor - North District

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By ANA X. CERON

<http://www.palmbeachpost.com/localnews/content/north/epaper/2008/03/20/mailto:ana_ceron@pbpost.com
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Palm Beach Post Staff Writer

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EVAdmin2

From: Madeleine Pavola
Sent: Thursday, March 20, 2008 7:58 PM
To: Todd Wodraska
Subject: FW: Meetings

Does this time work for you?

From: Sandy [mailto:sandy@alliedcapitalanddevelopment.net]
Sent: Thu 3/20/2008 2:52 PM
To: Madeleine Pavola
Subject: RE: Meetings

Nick would like to do it at 4:00 p.m. if convenient for Mr. Wodraska. Thank you.

Sandy Albanese
Allied Capital and Development
3300 PGA Blvd, Suite #330
Palm Beach Gardens, Fl. 33410
(561) 799-0050 (561) 799-0061 Facsimile
sandy@alliedcapitalanddevelopment.net

From: Madeleine Pavola [mailto:MadeleineP@jupiter.fl.us]
Sent: Thursday, March 20, 2008 2:15 PM
To: Sandy
Subject: FW: Meetings

This is the only response so far.

From: Todd Wodraska
Sent: Thursday, March 20, 2008 10:38 AM
To: Madeleine Pavola
Subject: RE: Meetings

I'm available on Thursday March 27th anytime in the afternoon but I need to meet in my office at

2501A Burns Road
PBG, FL 33410

tw

From: Madeleine Pavola
Sent: Thu 3/20/2008 9:29 AM
To: Town Council
Cc: 'gogolonka@aol.com'; 'bobfriedman@bellsouth.net'
Subject: FW: Meetings

Please contact me with the date and time you would be available to meet with Mr. Mastroianni. Also, please let me know if you can meet with him at Town Hall or would like to meet him somewhere that is more convenient for you. Thanks

From: Nick Mastroianni [mailto:nick@alliedcapitalanddevelopment.net]
Sent: Wednesday, March 19, 2008 3:53 PM
To: Madeleine Pavola
Cc: Sandy
Subject: RE: Meetings

Madeleine;

The parameters would be to discuss the cultural aspect of the overall development, too include the Piat property. I met with Bob Freedmen yesterday and had preliminary discussions with him, I would like to see him again as well, I would really like to see all of them between next week and the week after, if possible I'd like to have met with them all prior to April 5th, 2008. I have the following open: March 25th from 2-5, March 27th from 12-5, March 28th from 8:30-10:30am, March 31st from 10-5, April 3rd or April 4th all day as of now.

Please let me know

Respectfully,
Nicholas A Mastroianni II
President
Allied Capital and Development, LLC.
(561) 799-0050
(561) 799-0061 Facsimile
nick@alliedcapitalanddevelopment.net

From: Madeleine Pavola [mailto:MadeleineP@jupiter.fl.us]
Sent: Tuesday, March 18, 2008 5:00 PM
To: Nick Mastroianni
Subject: RE: Meetings

I will send your request to the Town Council but can you give me some parameters. What dates and times are good for you and can you meet them at Town Hall or anywhere they would like to meet?

From: Nick Mastroianni [mailto:Nick@alliedcapitalanddevelopment.net]
Sent: Tuesday, March 18, 2008 4:47 PM
To: Madeleine Pavola
Cc: Sandy
Subject: Meetings

Madeleine;

Hope all is well, I met today with Andy and Karen Marcus, I need to meet with each councilmember as soon as possible with respect to the cultural aspect of harbor side, can you set up meetings at town hall with each of the members, and the mayor, or should I do it directly with them?

I appreciate your help as always

nick

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EVAdmin2

From: Andy Lukasik
Sent: Monday, December 18, 2006 9:28 AM
To: Todd Wodraska
Subject: FW: Town Council Agenda 12/19/06

From: Barbara Reid
Sent: Monday, December 18, 2006 8:59 AM
To: Madeleine Pavola; Andy Lukasik; Anne Lyons
Cc: Sally Boylan
Subject: Town Council Agenda 12/19/06

Attached is tab 28. This material was accidentally excluded from the download link. Please forward this to Councilor Wodraska. Thanks.



EVAdmin2

From: Nick Mastroianni <nickallied@bellsouth.net>
Sent: Wednesday, August 9, 2006 12:24 PM
To: Madeleine Pavola; Todd Wodraska
Subject: RE: Harbourside

Confirmed at your offices

Respectfully,
Nicholas A Mastroianni II
President
Allied Capital and Development LLC.
(561) 799-0050
(561) 799-0061 Facsimile
nick@alliedcapitalanddevelopment.net

-----Original Message-----

From: Madeleine Pavola [mailto:MadeleineP@jupiter.fl.us]
Sent: Wednesday, August 09, 2006 12:13 PM
To: Todd Wodraska
Cc: nick@alliedcapitalanddevelopment.net; Nick Mastroianni
Subject: RE: Harbourside
Importance: High

I just spoke to Nick Mastroianni and he will meet you on Thursday at 5:15 in the Town Manager's Conference Room.

-----Original Message-----

From: Todd Wodraska
Sent: Tuesday, August 08, 2006 5:17 PM
To: Madeleine Pavola
Subject: Re: Harbourside

Can't do breakfast. I can meet him at 5:15 pm at Town Hall in Conf Room that Thursday.

Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: "Madeleine Pavola" <MadeleineP@jupiter.fl.us>
Date: Tue, 8 Aug 2006 16:57:11
To: "Town Council" <TownCouncil@jupiter.fl.us> Cc: <GoGolonka@aol.com>, <bobfriedman@bellsouth.net>
Subject: FW: Harbourside

From: Nick Mastroianni [mailto:nick@alliedcapitalanddevelopment.net]

Sent: Tuesday, August 08, 2006 3:42 PM

To: Madeleine Pavola

Subject: FW: Harbourside

Madeline,

Please CIRCULATE THIS TO ALL OF THE COUNCILMEMBERS, WE NEED TO DECIDE HOW TO PROCEED, TIME IS RUNNING THIN, I WOULD LIKE TO SEE Todd Wodroska for a early breakfast meeting if he is available, I am available Thursday of this week, please let me know

Respectfully,

Nicholas A Mastroianni II

President

Allied Capital and Development LLC.

(561) 799-0050

(561) 799-0061 Facsimile

nick@alliedcapitalanddevelopment.net:

<mailto:nick@alliedcapitalanddevelopment.net>

-----Original Message-----

From: Emily O'Mahoney [mailto:Emily@landscape-architects.com]

Sent: Friday, August 04, 2006 10:01 AM

To: Nick Mastroianni

Cc: cheri@alliedcapitalanddevelopment.net; elamas@bamiami.com; Freddy Vivas

Subject: Harbourside

Nick,

As we spoke yesterday, the town seems conducive to having a "stepped" approval process through the Conceptual Review. This should allow us to move forward afterwards with defined limitations as we delve into the full architectural and landscape design.

The enclosed is a first draft list of items. The first sheet says what we need approval or general consensus on and the second explores the graphics needed to do this. I would like you and Eddie to review. In fact, I need you to review all of

the current info that has come from B&A. We are currently sitting at 71% shared parking. The town may not support anything under 75%.

Emily M. O'Mahoney, ASLA

Gentile Holloway O'Mahoney & Assoc.

1907 Commerce Lane, Suite 101

Jupiter, FL 33458

561-575-9557

LC 0000177

EVAdmin2

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Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: "Madeleine Pavola" <MadeleineP@jupiter.fl.us>
Date: Tue, 8 Aug 2006 16:57:11
To: "Town Council" <TownCouncil@jupiter.fl.us> Cc: <GoGolonka@aol.com>, <bobfriedman@bellsouth.net>
Subject: FW: Harbourside

From: Nick Mastroianni [mailto:nick@alliedcapitalanddevelopment.net]

Sent: Tuesday, August 08, 2006 3:42 PM

To: Madeleine Pavola

Subject: FW: Harbourside

Madeline,

Please CIRCULATE THIS TO ALL OF THE COUNCILMEMBERS, WE NEED TO DECIDE HOW TO PROCEED, TIME IS RUNNING THIN, I WOULD LIKE TO SEE Todd Wodroska for a early breakfast meeting if he is available, I am available Thursday of this week, please let me know

Respectfully,

Nicholas A Mastroianni II

President

Allied Capital and Development LLC.

(561) 799-0050

(561) 799-0061 Facsimile

nick@alliedcapitalanddevelopment.net:

<mailto:nick@alliedcapitalanddevelopment.net>

-----Original Message-----

From: Emily O'Mahoney [mailto:Emily@landscape-architects.com]

Sent: Friday, August 04, 2006 10:01 AM

To: Nick Mastroianni

Cc: cheri@alliedcapitalanddevelopment.net; elamas@bamiami.com; Freddy Vivas

Subject: Harbourside

Nick,

As we spoke yesterday, the town seems conducive to having a "stepped" approval process through the Conceptual Review. This should allow us to move forward afterwards with defined limitations as we delve into the full architectural and landscape design.

The enclosed is a first draft list of items. The first sheet says what we need approval or general consensus on and the second explores the graphics needed to do this. I would like you and Eddie to review. In fact, I need you to review all of

the current info that has come from B&A. We are currently sitting at 71% shared parking. The town may not support anything under 75%.

Emily M. O'Mahoney, ASLA

Gentile Holloway O'Mahoney & Assoc.

1907 Commerce Lane, Suite 101

Jupiter, FL 33458

561-575-9557

LC 0000177

EVAdmin2

From: Madeleine Pavola
Sent: Wednesday, August 9, 2006 12:13 PM
To: Todd Wodraska
Cc: 'nick@alliedcapitalanddevelopment.net'; 'Nick Mastroianni'
Subject: RE: Harbourside

Importance: High

I just spoke to Nick Mastroianni and he will meet you on Thursday at 5:15 in the Town Manager's Conference Room.

-----Original Message-----

From: Todd Wodraska
Sent: Tuesday, August 08, 2006 5:17 PM
To: Madeleine Pavola
Subject: Re: Harbourside

Can't do breakfast. I can meet him at 5:15 pm at Town Hall in Conf Room that Thursday.

Sent from my Verizon Wireless BlackBerry

-----Original Message-----

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Date: Tue, 8 Aug 2006 16:57:11
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President

Allied Capital and Development LLC.

(561) 799-0050

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nick@alliedcapitalanddevelopment.net: <mailto:nick@alliedcapitalanddevelopment.net>

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Emily M. O'Mahoney, ASLA

Gentile Holloway O'Mahoney & Assoc.

1907 Commerce Lane, Suite 101


Jupiter, FL 33458

561-575-9557

LC 0000177

TOWN OF JUPITER COMMUNITY REDEVELOPMENT AGENCY



DATE: December 2, 2010
TO: Honorable Chair and Members of the CRA Board
THRU: Andrew D. Lukasik, Town Manager
FROM: Michael Villella 
SUBJECT: Economic Development Incentive Agreement

EXECUTIVE SUMMARY:

Enclosed for your review and approval is the Harbourside Mixed-Use Project Economic Development Incentive Agreement. As originally presented to the Town Council during the September 30, 2008 public hearings relating to the Harbourside project, a Tax Increment Financing (TIF) is being proposed to provide economic incentive to complete development and construction of the Harbourside Project. This project includes numerous public use amenities such as public docks, amphitheatre, interactive water fountain, town storage and office space, parking and access to the Riverwalk along the Project's intra coastal boundary.

The agreement as proposed by staff will provide the Harbourside Project with a maximum property tax rebate not to exceed \$350,000 per year for 15 years. The rebate amount can not exceed 50% of the property tax increment received by the Town relating to the Project on an annual basis. The Harbourside Project is expected to provide an initial tax incremental annual benefit to the CRA of somewhere between \$750,000 - \$800,000 annually. The annual rebate is intended to assist in the debt service that is required to fund the construction costs associated with the public infrastructure being built as part of this project.

In addition to the property tax revenue generated by the Harbourside project it is anticipated the project will be the catalyst for continued redevelopment in the CRA boundaries. Given virtually no project financed commercial project has been constructed in the past 3 – 4 years in northern Palm Beach County, having Harbourside begin construction in the coming months would provide a very positive signal to the community that Jupiter is poised to begin the economic recovery. Current financing efforts by the Harbourside developer utilizing the USCIS EB-5 visa program continue to make positive progress. Approval of the proposed Economic Development Incentive Agreement will provide tangible proof of a true private/public partnership to potential EB-5 investors. This commitment and continued display of support for the project certainly provides added benefit to the financing prognosis for the project.

It is also important to address the public benefit being offered by the developer in exchange for the receipt of the \$1.6 million FIND grant. Included in the agreement is an allocation of \$150,000 to assist with tenant improvements for small businesses; the process for distribution of these funds has not been determined. Additionally, the developer will be investing in public amenities and refrain from using the bonus points earned for waivers. In all, the project will earn 80 bonus points for public amenities but use only 51 for waivers. The remaining 19 bonus points have a value of about \$100,000 each per past Council policy decision regarding JYC and the Lagoon Bridge (in this case, JYC could no longer invest in public amenities on site and paid \$100,000 per point required for waivers). With the value of \$1.9 million as established by past practice, the developer has provided amenities that exceed the value of the grant. Information from the developer to support this analysis is included. See attached excerpt from the July 27, 2010 Architectural Statement of Use that summarizes the bonus points earned and currently utilized.

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RECOMMENDATION:

Staff recommends approval of the Economic Development Incentive Agreement as presented.

Strategic Priority:	Continuing Responsive Town Government
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Attachments:

Economic Development Incentive Agreement Harbourside Bonus Point analysis (July 27, 2010)	
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Funding Source:

<input type="checkbox"/> Approved in Budget	\$ _____	Sources: _____
<input type="checkbox"/> Additional Funding Required	\$ _____	Sources: _____

- b) The Applicant is awarded the following development credits:
- | | | |
|--------------|--|-------------------|
| (1) | Public plaza (10,000 square feet) | 6 credits |
| (2) | Public restrooms (12 stalls) | 12 credits |
| (3) | Interactive Fountain (1,300 square feet) | 4 credits |
| (4) | Three additional vistas | 12 credits |
| (5) | Public boat slips (9) | 18 credits |
| (6) | Cultural Use (Amphitheater) | 2 credits |
| (7) | Public parking spaces | 23 credits |
| (8) | Cultural use (2,500 square feet) | 3 credits |
| Total | | 80 credits |

Bonus Points Comparison

	Approved						Proposed					
	1ST FLOOR	GARAGE	APPROVED	MAX. HT.	1ST FLOOR 5' bonus	APPROVAL	HT. AVERAGE	MAX. HT.	1ST FLOOR	GARAGE	HT. ADJUSTED	7.20.10
1 LOT INCREASE FROM 35% TO 40%						5						5
2 AVERAGE BUILDING HEIGHT INCREASES OVER 35'												
BUILDING 1	20'	YES	TO 60'	75'	55'	11	50'-1"	70'	20'	NO	45'-1"	11
BUILDING 2	20'		TO 60'	75'	55'	18	52'-6"	70'	18'		49'-6"	12
BUILDING 3A **	20'	YES	TO 60'	75'	55'	11	55'-0"	70'	20'	YES	50'-0"	5
BUILDING 3B	20'		TO 50'	65'	45'	7	35'-8"	55'	16'		34'-8"	0
BUILDING 4	20'		TO 50'	65'	45'	7	45'-10"	65'	16'		44'-10"	7
BUILDING 5 ***	20'	YES	TO 55'	70'	50'	11	53'-0"	70'	15'	YES	53'-0"	11
3 REDUCTION IN LANDSCAPE BUFFER						5						5
4 REDUCTION IN SETBACKS						5						5
TOTAL						80						61

1 PUBLIC PLAZA (10,000 SF)	6	ht	pts
2 PUBLIC RESTROOMS (12 STALLS)	12	35-40'	3
3 INTERACTIVE FOUNTAIN (1,300SF)	4	40-45'	4
4 THREE ADDITIONAL VISTAS	12	45-50'	5
5 PUBLIC BOAT SLIPS (9)	18	50-55'	6
6 CULTURAL USE (AMPHITHEATER)	2	55-60	7
7 PUBLIC PARKING SPACES	23	forgive points 3 & 4 for garage ** ***	
8 CULTURAL USE (2,500 SF)	3		
	80		

** Standard code waiver on parking plate percentage
 *** Waiver to accept different parking plate percentage

** Garage on most of 2nd, 3rd, 4th and 5th level (including Jazz Club on 3rd level) more than 70% of plate.

*** Garage on all floors with wrapped uses on the west and north sides more than 70% of plate on floors above first – Waiver L allowing the special condition of Building 5 to be acceptable

The current submittal is 29 points less than the site plan approval due to a decrease in height of buildings in general and Building 3B and 2 specifically, providing for a less massive site development plan.

Site Plan Conditions of Approval Waiver Status

The following information is based upon the Ordinance 14-08 for PUD/Site Plan approval of the Harbourside Project, December 2008. This compares waivers at time of approval with the status of where the architectural submittal currently stands.

Note: All comments are in italic and Times Roman.

Harbourside **WHEREAS**, as part of the Application the Applicant has sought the following waivers to the Land Development Regulations contained in the Town Code:

- c) A reduction of the required acreage of a PUD from 10 to 8.96 acres [Section 27-961(a)]. *Current*
- d) A reduction of the minimum perimeter foundation planting area requirements for Buildings 1 through 4 and a reduction of the minimum foundation planting area for Buildings 1, 2, and 4 [Section 23-62]. *Current*
- e) A reduction of the PUD setback requirements to allow for the use of the setbacks listed in U.S. One/ Intracoastal Waterway Corridor Zoning District. *Current*
- f) A reduction of the side setback from 15' to 10' along the Coastal Way right-of-way [Section 27-860.6(2)]. *Current*
- g) To allow site furniture, tree wells and lighting in the Riverwalk's 15' unobstructed path and maintain a minimum of 8' of clear path [Section 27-860.3(2)]. *Current*
- h) To allow for on street parking consistent with Section 27-990.14 of the MXD Zoning District which allows for eight foot wide parking spaces on a forty foot road instead of nine foot spaces. *Current*
- i) To allow the standard parallel parking space size to be reduced from a length of 23' to 22' [Section 27-1262]. *Current*
- j) A reduction of the Coastal Way right-of-way width from 60 feet to 40 feet [Section 25-185]. *Current*
- k) A reduction of the required lighting levels throughout the public access easements of the subject property to be consistent with the Town's required street lighting regulation of Section 17-111, instead of the Town's vehicular use are requirements of Section 27-1675.15. *Current*
- l) To increase the percentage of linear frontage of a building that may protrude outside the Stepback Envelope from 20% to 36% for Building 3A [Section 27-860.8(7)]. *Current except request to be moved to Building 5 instead of Building 3A*
- m) A waiver to the standard sign code for special signs as detailed in the sign program which shall be subject to the Town Council's review and approval [Section 27-860.10]; *Current*
- n) A waiver to Section 27-860.6.2.h.3 reducing the percentage of parking area required from 70% to 60% of a floor in order to increase the average building height when building incorporates parking on multiple levels; *Current*
- o) A waiver to allow awnings without vertical supports to project into the required setback 80%, as long as the projections do not interfere with vehicular sight triangles lines; *Current*
- p) Allow meeting rooms in the hotel to be exempt from the parking requirements of Section 27-1258, Table 1, entitled "Off-street parking requirements"; *Current*

- q) A waiver to Section 27-1260(c)(2) to allow for reservation of parking in Building 1 for employee or valet use only; and, *Not needed – there is no parking in Building 1.*
- r) A waiver to Section 27-1260(e)(6), to allow a fee to be charged with shared parking in accordance with a parking management plan approved by the Town Council. *Current*

PUBLIC BENEFITS *per the Approved Statement of Use*

The project as designed is providing numerous public benefits above and beyond the bonus items. The following benefits provide justification for the requested PUD waivers listed above. These public benefits include:

New Urbanism *Current*

- 1. As with Abacoa and the Sea Plum projects, the Harbourside has been designed using “New Urbanism” and Neo-Traditional Neighborhood Development (TND) concepts. Concepts that the Town of Jupiter has embraced. The New Urbanism design concepts have proven to minimize the demand on public services and natural resources. The concept will ensure connectivity to adjoining projects along the Intracoastal Waterway and will stimulate additional “New Urbanism” development in the area and hopefully throughout the Town of Jupiter. The Developer is assuming a great deal of fiscal responsibility and potentially higher finance costs because of this concept.

Connectivity – Riverwalk *Current*

- 2. The project provides pedestrian connectivity of the Riverwalk off site in front of other properties on Coastal Way by building the Riverwalk between this project and the Town’s Events Plaza under the bridge.

Connectivity – US One *Current*

- 3. The project provides additional connections between U.S. Highway One and the Riverwalk.

Connectivity – Shoppes of Jupiter *Current*

- 4. The project provides pedestrian connectivity with upgraded and expanded pedestrian crosswalks across U.S. One to the Shoppes of Jupiter. A new connection will be added on the north side along with providing specialty surfacing on all four walkways. The project also proposes the use of count-down crosswalk signals and lit street signage as requested by the Town Staff.

Public Plaza/Amenities *Current*

- 5. The project is providing additional public plaza space, not used in the calculations for bonus points. These spaces will provide public congregation, public information and public art spaces. They include the entry plaza at Building 3A, a rotunda with sculpture, the valet and it’s associated via with a fountain and other plazas offering sitting, fountains and trees.

Pedestrian Connectivity/View Corridors to the Water *Current*

- 6. The nature of this project and the design allows for full public access throughout the project. The public will be afforded numerous methods to cross the site, to view the water and to experience all activities not offered elsewhere in the Town of Jupiter.

Public Parking *Current- change in total number of spaces*

7. All other parking is available to the general public. This use is for the public to access the retail, office and or restaurant space or to just enjoy the access to the waterfront on the proposed Riverwalk. This is providing approximately ~~1,118~~ 930 parking spaces for the public of which the applicant is dedicating 95 spaces to the Town of Jupiter.

Vehicular Connectivity/View Corridors to the Water *Current*

8. The project as designed provides not only pedestrian access and a visual experience to the Intracoastal Waterway; it also provides vehicular access to the same visual experience afforded the pedestrian. There are few projects in the Town of Jupiter that encourages the vehicular user of the area to experience the water front. The Town of Jupiter has attempted to encourage this concept in other Intracoastal Waterway frontage properties with little success. The Harbourside has taken this concept and has based its entire project on both forms of access to the water.

Additional Public Amenities *Current*

9. Two additional drinking fountains have been provided above and beyond those provided with the restrooms associated with Bonus Points.

Activity/Event Areas *Current*

10. There is a 25' Riverwalk section, a 28' wide roadway in specialty paving and an average 12' wide sidewalk next to the buildings, also in specialty paving. In addition, the area opens into a large plaza as a central gathering space. A variety of activities can and will be programmed for this space, both by the Town and by the association managing the property.

Public Parking *Current*

11. There are 95 additional Parking Spaces that will be dedicated to the Town for their use on the site. These spaces can be used to address parking for Special Events, additional parking for the Inlet Village, etc... 46 Spaces will be applied for Bonus Points and the remaining 49 will be for the sole discretionary use of the Town. The 49 spaces are Public Benefit.

Public Transportation *Current- modification*

12. A trolley will be bought for the Town of Jupiter and housed on site as part of this development. This will provide a means for more connectivity with surrounding commercial developments and could lead to even more extended connectivity.
13. There will be an easement provided for a Palm Tran stop (regional bus transportation). *This will no longer need to be an easement since it is in the right-of-way but a shelter will be provided.*

Town Facilities *Current plus additional art show case area equaling 800 sf*

14. There is a storage area being provided for the Town of Jupiter to house material needed for events at the Events Plaza under the bridge.
15. There is 1200 square feet of office space being donated to the Town of Jupiter for their use in potentially housing a police sub-station or emergency units.

Parking Strategy for Harbourside

Please see the Parking & Strategic Valet Plan

Hotel Valet Parking

The Hotel Valet parking will be opened 24 hours 7 days a week.
The drop off and pick up location will be at the front entrance of Building 2.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR THE HARBOURSIDE MIXED-USE PROJECT

This Economic Development Incentive Agreement (the "Incentive Agreement") is made and entered into this _____ day of _____, 2010, (the "Effective Date") by and between the **Town of Jupiter, Florida**, a municipal corporation organized and existing under the laws of the state of Florida (Town), the **Town of Jupiter, Florida Community Redevelopment Agency**, an entity created pursuant to Part III of Chapter 163, Florida Statutes (CRA), and **Jupiter Waterways, LLC**, a Florida limited liability company (Owner).

WHEREAS, the Owner is the contract purchaser of 1.556 acres, more or less, of currently developed real property known as the First Union Building, which is generally located in the area bounded by U.S. Hwy 1 and Indiantown Road (the "Property"); and

WHEREAS, the Owner desires to redevelop and revitalize property it owns together with the Property and incorporate it into a mixed-use office and retail development consisting of 51,200 s.f. of office space, 65,850 s.f. of retail space, a 210 room hotel and 35,650 s.f. of restaurants, a 569 space parking garage together with 12,085 s.f. of retail space known as the Harbourside Planned Unit Development (hereinafter "Harbourside"), as further defined in section 2 below; and

WHEREAS, the intended use of the Property is as a parking garage, including accessory uses of office space and public uses; and

WHEREAS, the Owner has requested that the Town and CRA provide certain economic development incentives related to the development of Harbourside and its related parking garage; and

WHEREAS, Harbourside will help to achieve the goals of the Town Comprehensive Plan and also the CRA's Community Redevelopment Area Plan to provide a mixed-use activity center at the northwest corner of U.S. Hwy 1 and Indiantown Road; and

WHEREAS, the development of Harbourside would further the Town's development of its Riverwalk; and

WHEREAS, the Town and CRA are committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the CRA has proposed to provide incentives in the form of a Tax Increment Incentive Payment (as defined below); and

WHEREAS, the purpose of the Town's and CRA's involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment, thus generating additional tax increment revenue in the Redevelopment Area, which will result in enhanced economic benefit to the Town and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

"CRA" means the Town of Jupiter, Florida Community Redevelopment Agency for which the Town Council of the Town of Jupiter, Florida serves as the governing body, as previously designated and established by Ordinance 60-01 .

"Harbourside" means collectively, Retail Development, Office Development and Parking Garage.

"Lender" means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Owner for the construction of Harbourside.

"Tax Increment Incentive Payment" means the portion of the Tax Increment Revenues directly attributable to Harbourside to be provided by the CRA pursuant to this Incentive Agreement.

"Tax Increment Revenue" means the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Harbourside calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of part (b) of the formula for calculating the Tax Increment Revenue, the base year value of Harbourside shall be \$_____ (the "Base Year Value"). This Base Year Value date as established in Palm Beach County Resolution R-2001-0090 is January 1, 2003.

"Tax Parcel" means each unit of subdivided real property given a separate and distinct tax identification number by the Palm Beach County Property Appraiser.

"Taxable Assessed Value" means, for any Tax Parcel, the assessed value for property-tax purposes as determined by the Palm Beach County Property Appraiser or, if applicable, the Value Adjustment Board or the Fifteenth Judicial Circuit.

“Trust Fund” means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the “increment revenues” (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

Section 3. Tax Incentive Payment.

A. Recapture Period. Because of the nature of Harbourside and its potential to positively impact the Town, the CRA is proposing to provide a Tax Increment Incentive Payment to the Owner. Provided that the real estate taxes levied on the Property are paid prior to becoming delinquent and the Owner complies at all times with the performance benchmarks referenced in section __ below, the Tax Increment Incentive Payment will be provided to Owner on an annual basis over a 15 year period (the “Recapture Period”) after the first C.O. is issued for Harbourside and the Palm Beach County Property Appraiser assesses the value of Harbourside. For example, if Harbourside is completed in calendar year 2011 so that the property taxes for the completed buildings will be paid during the Town’s Fiscal Year (FY) 2012-2013 (i.e. after October 1, 2012). Therefore, the first of the 15 annual Tax Increment Incentive Payments would be provided to the Owner no later than May 1, 2013.

B. Calculation of Tax Increment Incentive Payment. The amount of the Tax Incentive Payment shall be 50% of the Tax Increment Revenue resulting from increases in the taxable assessed value of the properties comprising the Harbourside development not to exceed \$350,000 annually, for the 15 year period. If the taxable assessed value of the Property (as determined by the Palm Beach County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value of \$_____, the Tax Increment Incentive Payment shall equal 50_% of the Tax Increment Revenue but not to exceed \$350,000.

C. The Town’s and CRA’s obligation to provide the Tax Increment Incentive Payment to the Owner shall terminate upon either (a) payment in full of the Tax Increment Incentive Payment on an annual basis for the duration of the Recapture Period. The Town will mail notice to the Owner by each January 15 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to the Harbourside and the applicable Tax Increment Incentive Payment.

D. Tenant Improvement Allowance: In exchange for the Town’s efforts on behalf of the Owner with respect to securing a grant from FIND for the construction of the Riverwalk, the Owner will provide an allowance of \$150,000 for interior improvements to financially assist small, local businesses that will contribute to the mixed-use activity center and achieve the goals and objectives identified in the Town of Jupiter’s Comprehensive Plan and Community Redevelopment Area Plan by locating to the Harbourside development.

Section 4.

A. Special Event Funding. Owner (or Merchants Association of Harbourside) shall fund or provide in kind donations of \$2,500 annually for the life of the Agreement to community special events as approved by the Town.

B. Riverwalk Icons/Décor. Owner agrees to incorporate Riverwalk icons/décor within Harbourside, as outlined in the approved site plans approved by the Town Council on December 2, 2008.

C. Community Message Board. Owner shall install community message/notice boards at appropriate locations in Harbourside.

D. Timely Payment of Taxes. Owner shall pay the annual Palm Beach County Real Property Tax Bill for ad valorem real property taxes levied in Palm Beach County, Florida owed by Owner on any portion of the Property owned by Owner before such taxes become delinquent.

Section 5. Covenants and Representations of Owner. The Owner hereby covenants, represents, and acknowledges the following covenants and representations that the Town and CRA have relied upon in agreeing to provide the incentives described herein:

A. Ownership. The Owner is the contract purchaser of the Property pursuant to the Purchase Contracts and will acquire fee simple title to the Property on the scheduled closing date of June 1, 2010, or any extension thereof.

B. Approvals. The Owner has received all development orders and permits necessary to develop Harbourside, including the Property.

D. Payment of Taxes. All ad valorem real estate taxes assessed against the Property through 20__ shall have been paid in full at or prior to the closing of the Owner's purchase of the Property.

E. Taxable Value of Property. The Owner shall not intentionally take any action or omit to take any action that would cause the taxable value of Harbourside to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser's valuation). The Owner shall provide written notice to the Town of the Owner's filing a petition with the Palm Beach County Value Adjustment Board with respect to the valuation assigned to any of the parcels which comprise Harbourside by the Palm Beach County Property Appraiser. Such notice shall be provided to the Town within 15 days of the filing of the petition.

F. Public Benefit. The Owner represents to the Town that the parking spaces will be open for use by the general public during business hours.

G. Material Changes and Delays. The Owner shall immediately notify the Town's Manager and the CRA's Executive Director in writing upon becoming aware of any actual or reasonably anticipated delays in the construction of Harbourside.

H. Licensed Contractor. The Owner shall obtain the services of a licensed and qualified contractor(s) to construct Harbourside (the "Contractor") in a safe and professional manner and in compliance with the terms of this Incentive Agreement and in conformance with all applicable federal, state and local laws and regulations, including, but not limited to, the Florida Building Code and the Americans with Disabilities Act.

I. Construction Schedule. The Owner shall provide the Town and CRA with a preliminary construction schedule showing the anticipated completion dates for Harbourside, and any updated construction schedules that show substantial changes to the preliminary schedule during the course of construction.

Section 6. Annual Status Reports. Owner shall submit to the Town by no later than each January 31st, annual status reports evidencing and certifying compliance with the Performance Benchmarks and the Covenants and Representations contained in section ___ and ___ above, such annual status reports to be in a form reasonably acceptable to the Town Manager and the CRA's Executive Director.

Section 7. Performance and Payment Bonds. Owner shall require the contractor hired to construct Harbourside to provide a Performance Bond and a Labor and Material Payment Bond each in an amount not less than the aggregate construction costs of Harbourside (base buildings, core and shell), less amounts covered by subcontractors bonds or subcontractor default insurance, provided that 100% of the construction cost of the Harbourside is bonded in aggregate. For the bonds to be acceptable as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall be named in the most current listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the U.S. Department of the Treasury.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least an "A-" financial strength rating in accordance with the most current A.M. Best Company ratings.

E. If the surety on any Bond furnished by the contractor is declared bankrupt or becomes insolvent or if its assets are acquired by regulatory agencies or if liquidation proceedings begin or its license to do business in the state is terminated or it ceases to meet the requirements of this, Owner shall require the contractor to substitute an acceptable surety and provide Performance and Labor and Material Payment Bonds to the Town within 10 business days of obtaining actual knowledge of the occurrence of any such event.

If subcontractor default insurance is used, it shall have minimum limits of \$25,000,000 per default and \$50,000,000 annual policy aggregate and the insurance company shall comply with the following provisions:

A. The Insurance Company shall authorized to conduct business in the State of Florida.

B. The Insurance Company shall be in full compliance with the provisions of the Florida Insurance Code.

C. The Insurance Company shall have at least an "A-" financial strength rating in accordance with the most current A.M. Best Company ratings.

Section 8. Insurance. The Owner shall require the Contractor to provide the following types and amounts of insurance with an insurer rated A- or better by A.M. Best:

A. Commercial General Liability Insurance coverage in the minimum amount of Five Million Dollars (\$5,000,000) for bodily injury (or death) of, and One Million Dollars (\$1,000,000) property damage.

B. Full and complete Workers' Compensation Insurance Coverage as required by State of Florida law.

C. Automobile Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

The Owner shall provide the Town and CRA with a certificate of insurance evidencing the required coverage's prior to the Town's payment to the Owner of the first draw of the Parking Construction Funds provided for in section 3 above, and shall furnish the Town and CRA evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy.

Section 9. Indemnification. The Owner agrees to indemnify and hold harmless the Town and CRA, their elected and appointed officials, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial

and on appeal, of any kind and nature arising or growing out of or in any way connected with the design and construction of Harbourside by the Owner or its Contractor, Architect and consultants ("Claims"), including, but not limited to other than Claims resulting from the negligent acts or omissions or willful misconduct of the Town or the CRA, or any of their respective elected or appointed officials, employee, agents or representatives.

Section 10. Breach and Remedy.

A. Owner's Breach. Subject to Force Majeure (as defined herein), the Owner's failure to comply at all times with its obligations contained herein, including, but not limited to, the Performance Benchmarks and the Covenants and Representations described in sections ___ and ___ above, shall be a material breach of this Incentive Agreement. Upon such breach, the Town and CRA may suspend the payment of any incentive provided for herein until such breach is cured to the reasonable satisfaction of the Town and CRA. The Town or CRA shall provide written notice of such breach to the Owner ("Notice of Breach"), and the Owner's failure to cure such breach within 30 calendar days from the date of its receipt of the Notice of Breach shall result in the immediate termination of this Agreement and the incentives provided for herein, provided, however, that if the nature of the breach is such that it cannot reasonably be cured within such 30 day period, then the Owner shall have up to an additional 90 days (as determined in the Town's reasonable discretion) to cure such breach provided that it diligently undertakes and pursues such cure, and further provided that the Owner provides the Town with documentation evidencing that it is diligently undertaking and pursuing such cure to the Town's reasonable satisfaction, but in any event, the Owner shall not have more than 120 days from its receipt of the Notice of Breach to cure such breach.

The failure to cure such breach within the time period provided for above shall result in the immediate termination of this Incentive Agreement. In the event of such termination, all incentive payments contemplated hereunder shall immediately cease and the obligation to provide such incentives shall be forever discharged, and the Owner shall reimburse the Town and CRA the full amount of any incentives provided to the Owner as of the date of termination. Additionally, Town shall have the right to require the Owner's specific performance under the terms and conditions of this Incentive Agreement.

B. Town/CRA Breach. In the event that the Town or CRA materially breaches any of their respective obligations contained herein, including, but not limited to the obligation to provide the incentives, and fails to cure such breach within 30 calendar days from the date of its receipt of written notice of such breach from the Owner, then the Owner shall have the right to require the Town's or CRA's specific performance under the terms and conditions of this Agreement. If the Owner prevails in any legal proceeding requiring the Town or CRA to pay an economic development incentive provided for herein, then the Town or CRA, as appropriate, shall pay interest on the amount due.

C. Lender's Right to Cure. The Town shall provide the Lender with a copy of the Notice of Breach and the opportunity to cure the breach on behalf of the Owner under the same terms and conditions as provided herein, provided, however, that if the Event of Default cannot practically be cured by the Lender without the Lender taking possession of the Property, then the Town may grant the Lender such additional time as is reasonable necessary in order for the Lender to obtain possession of the Property and cure such breach, provided that the Lender diligently undertakes and proceeds to obtain possession of the Property and cure such breach, and further provided that the Lender provides the Town with documentation evidencing that it is diligently undertaking and proceeding to obtain such possession and cure such breach to the Town's reasonable satisfaction, but in any event, the Lender shall not have more than 180 days from its receipt of the Notice of Breach to cure such breach.

Section 11. Assignment.

A. Assignment of Incentive Agreement.

1. Primary Assignee. The Owner may assign all of its right, title and interest in, and its obligations under this Incentive Agreement to a single purpose local government entity that is created specifically for the development of Harbourside, provided that such assignment is not effective until such time as the Town receives written notice of such assignment.

2. General Assignment. The Owner may assign all of its right, title and interest in, and its obligations under, this Incentive Agreement to a person or entity other than the Primary Assignee upon the prior, written consent of the Town ('General Assignment'). The Owner shall provide the Town with written notice of such proposed General Assignment along with the name, address and such financial information relating to the proposed assignee as the Town may reasonably require (the "Assignment Information"). The Town shall notify the Owner of its approval or disapproval of the proposed General Assignment within 30 days from its receipt of the notice and Assignment Information. In determining whether or not to consent to the proposed General Assignment, the Town shall consider, among other factors, the reputation, experience and financial ability of the proposed assignee and whether or not the assignee is not "in good standing" with the Town. This criteria notwithstanding, the Town shall not be required to agree to the assignment and may withhold its agreement to same for any reason, or no reason at all.

B. Assumption. In connection with the Owner's assignment of this Incentive Agreement pursuant to subsections A.1 and A.2 above, either the Owner shall remain responsible for, or the assignee must assume in writing, the responsibilities, obligations and duties associated with the interests being assigned by the Owner. Upon the assignee's assumption of such responsibilities, obligations and duties, the Owner shall be relieved of same.

C. Third Parties. The interests of the Owner in this Incentive Agreement are personal to it and although its interests may be expressly assigned in accordance with the provisions of this section, they do not run with the land. The Incentive Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries. Unless expressly granted in a written instrument executed by Owner and approved by the Town and CRA, third parties acquiring any indicia of ownership in the Property or any portion of Harbourside shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the incentives, monetary payments or benefits to arise or be made by the Town or the CRA under this Incentive Agreement.

Section 12. Resolving any Invalidity. The Town, the CRA, and the Owner hereby agree that in the event the Tax Increment Incentive Payment is ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity.

Section 13. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the Owner or its assets, which is not appealed (or if appealed is determined adverse to the Owner) or (b) a petition is filed by the Owner for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the Town shall have the right to terminate immediately this Incentive Agreement.

Section 14. No Liability or Monetary Remedy. The Owner hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the Town or CRA, and that the Town and CRA bear no liability for direct, indirect or consequential damages. The only remedy available to the Owner for any breach by the Town or CRA is to require the Town's and/or CRA's specific performance under the terms and conditions of this Incentive Agreement.

Section 15. Severability. Any provision of this Incentive Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 16. Effective Date and Term. This Incentive Agreement shall become effective on the Effective Date first written above, and end, subject to the termination and severability provisions set forth herein, upon satisfaction in full of all of the obligations of the parties.

Section 17. Relationship. This Incentive Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the Town, the CRA, and the Owner. The Owner cannot create any obligation or responsibility on behalf of the Town or the CRA or bind the Town or the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Incentive Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed

necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Incentive Agreement or any responsibility or obligation contemplated herein. The Owner further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Incentive Agreement.

Section 18. Personal Liability. No provision of this Incentive Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Town or the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Town or the CRA hereunder.

Section 19. Applicable Law and Venue. This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Incentive Agreement must be brought and heard in Palm Beach County, Florida.

Section 20. Amendment. This Incentive Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 21. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

<u>To the Town:</u> and <u>To the CRA</u>	Town Manager / Executive Director Town of Jupiter 210 Military Trail Jupiter, Florida 33458 Telephone: (561) 741-2214 Facsimile: (561) 575-9730 (With copy to the Town Attorney (Facsimile: (561) 625-0610
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<u>To Owner:</u>	Jupiter Waterways, LLC 11770 US Highway #1, suite 301 Palm Beach Gardens, FL 33408 Attention: Nicholas Mastroianni II
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To the Lender:	_____ _____ _____ _____ Attention: _____ Telephone: _____ Facsimile: _____
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The parties hereby agree to notify each other of any change of address.

Section 22. Captions. The captions and headings of sections or paragraphs used in this Incentive Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Incentive Agreement.

Section 23. No Town/CRA Security. This Incentive Agreement shall be construed in such manner that in no event shall the Town or CRA be required to provide security for repayment of any portion of any outstanding loans to the Owner with respect to Harbourside nor shall the Town or CRA be obligated under any mortgage or promissory note as the same relate to Harbourside.

Section 24. Permits. The Owner shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to construct Harbourside including on the Property.

Section 25. Compliance with Laws. The Owner shall at all times be in compliance with all applicable federal, state and local laws, statutes, rules and regulations, including, but not limited to the Town Code and Town Code sections pertaining specifically to planning, zoning and permitting. This paragraph is not intended to preclude the Town from granting the Owner certain waivers, exemptions or variances under the Town Code as allowed therein.

Section 26. Entire Agreement; Conflicts. This Incentive Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein.

Section 27. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Incentive Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Incentive Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to Acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, restrictions, strikes, substantial shortages of building materials within Palm Beach County, or failure or breakdown of transmission or other facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if the Owner, Town, or CRA is delayed, hindered or prevented in or from performing its respective obligations under this Incentive Agreement by any occurrence or event of Force Majeure, then the period for such performance may, upon mutual agreement of the parties be extended for the period that such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

Section 28. Attorney's Fees. Should either party have to pursue any legal remedies to enforce the terms of this Incentive Agreement, the prevailing party shall be entitled to recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

IN WITNESS WHEREOF, the Town, CRA and Owner have executed this Incentive Agreement as of the Effective Date.

SIGNATURES BEGIN ON NEXT PAGE

TOWN OF JUPITER, FLORIDA

By: _____
Karen J. Golonka, Mayor

Attest:

Sally Boylan, Town Clerk

Approved as to form and legal sufficiency
this ____ day of _____, 20__.

—

Thomas J. Baird, Town Attorney,
Town of Jupiter, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Karen J. Golonka and Sally Boylan, as Mayor and Town Clerk, respectively, of the Town of Jupiter, Florida on behalf of the Town of Jupiter, Florida, who are personally known to me.

Notary Public, State of Florida
Printed Name: _____

SIGNATURES CONTINUED ON NEXT PAGE

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Karen J. Golonka, Chairman

Attest:

Andy Lukasik, Executive Director

GENERAL COUNSEL

Thomas J. Baird

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Karen J. Golonka and Andy Lukasik, as the Chairman and Executive Director, respectively, of Town of Jupiter, Florida Community Redevelopment Agency, on behalf of Town of Jupiter, Florida Community Redevelopment Agency and who are personally known to me.

Notary Public, State of Florida
Printed Name: _____

SIGNATURES CONTINUED ON NEXT PAGE

**OWNER –
a Florida limited liability company**

By: _____

Name: _____

Title: _____

Witnesses:

(1) Sign Name: _____

Print Name: _____

(2) Sign Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as the _____ of _____, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____

HARBOURSIDE PLACE 2018 EVENT SCHEDULE

Reoccurring Permit Exempt Event Schedule

ONGOING EVENTS:

- Live Music
 - Every Friday (6pm – 10pm), except for Monthly Movie on the Waterfront Friday
 - Every Saturday (6pm-10pm)
 - Every Sunday (3pm – 7pm)
- Monthly Movie on the Waterfront
 - Currently scheduled for 4th Friday of every month (6pm-10pm), but days and time subject to change due to daylight savings and operational planning
- Classic Car Show along the waterfront
 - Currently scheduled for 4th Saturday of every month (6pm-9pm)
 - Type 'D' road closure
 - Full road closure adds approximately 20 more cars for display, but doesn't incrementally add to patrons; just to the experience for guests
- Every Saturday (9am – 10am) - Free Tai Chi Classes Note: This class does not require a microphone or amplification
- Every Sunday – Green and/or Artisan Market along the waterfront (10am – 4pm)
- Every Sunday – Free yoga classes (10:30am – 11:30am) requires microphone or amplification

JANUARY 2018

- New Year's Day Yoga Monday, January 1st | (10am – 12pm)(Yoga class in the amphitheater)
- Pirate Fest – January 6th (10 am – 4pm)
- Anti-Bullying Tour – January 20th (6pm – 10pm)

FEBRUARY 2018

- 2nd Annual Paddlefest – February 10th – 9am-5pm
- Chinese New Year with Dragon Boat Display (February 16th | 12pm – 4pm)
- Lifestyle Expo -Saturday, February 7th | 10am – 4pm

MARCH 2018

- Stand UP Foundation Charity Walk
 - Friday, March 2nd | 6pm – 10pm
 - Charity walk through Harbourside
 - Type 'D' road closure, however, being our 3rd year of holding the event we know that less than 500 people attend (including the draw for Live Music) and participate, thus, are requesting to include it as a permit exempt event
- St. Patrick's Day Celebration – March 17 | 6pm-10pm
- Easter Egg Hunt with the Easter Bunny – March 31 | 12pm-4pm
 - Note this is the day before Easter Sunday

APRIL 2018

- Spring Festival – April 7th | 6pm-10pm
- EG2 Catwalk Fashion Show – Saturday, April 21st | 3pm – 5pm
 - Fashion show with local students showing homemade outfits

MAY

- Calaveras' Cinco de Mayo Holiday Celebration – May 5th | 6pm-10pm
 - Type "C" Road Closure
- Mother's Day Fashion Show – May 6th | 2pm-5pm

JUNE

- 3rd Annual? Glow with the Flow Yoga Event – June 16th – 6pm – 8pm
- Ferrari Car Show – June 30th – 3pm-7pm

JULY

- Ballroom Dancing Contest – all ages July 21st | 2pm – 6pm

AUGUST

- Back to School and Teacher Appreciation Festival – August 11th | 12pm – 4pm
- Big Dog Ranch Rescue Furry Festival – August 26th | 12pm – 4pm

SEPTEMBER

- 4th Annual Chasen'Tailz Fishing Tournament, September 8th | 10am – 6pm
- Peace Day Yoga event – September 21st | 7pm – 10pm

OCTOBER

- Domestic Violence Day – October 11th | 6pm – 8pm
- Pumpkin Bash
 - October 20 | 11am-2pm
 - Family fun day, receive a free pumpkin from the Pumpkin Patch

NOVEMBER

- Hula Hoop Contest – November 3rd – 12pm – 4pm
- 4th Annual Holiday Tree Lighting
 - November 17th | 6pm – 10pm

DECEMBER

- Palm Beach Holiday Boat Parade
 - Saturday, December 1st | 6pm – 10pm
 - Type 'C' Road Closure
 - *Permitted Event with TOJ providing Police for established community-wide event and Indiantown Road Bridge Opening for duration of parade*
- Annual Holiday Choir Sing-off
 - Friday, December 7 | 6pm – 9pm
 - Listen to the sounds of the holidays from community school groups as they compete in a Holiday Choir Sing-Off

- Snow Day – December 8 | 10am-4pm
- Annual Jupiter Jingle Jog
 - Friday, December 14 (5pm – 7pm)
 - Community 1 mile fun run

* event dates and times are subject to change based on weather, vendor cancellations and/or other operational logistics within the guidelines of Resolution 2-13

** Alcohol sales through on-site tenants and/or approved vendors with proper licensing will take place during certain age-appropriate events. Consumption will be limited to the physical site location boundaries of the event and proper signage provided at necessary perimeter boundaries.

Planned Events permits Schedule

JULY

- 4th Annual Independence Day Celebration
 - Wednesday, July 4th (4pm – 11pm) Community “Backyard BBQ” Event with low-fallout Fireworks launched from rooftop of north parking garage. Salute to our Vets Ceremony
 - See attached TOJ Approval letter for 2017 event

DECEMBER

- Countdown to 2017
 - ☐ December 31 | 6pm – 12:30am
 - ☐ Community Event with low-fallout Fireworks launched from rooftop of north parking garage
 - ☐ See attached TOJ Approval letter for 2017 event

HARBOURSIDE PLACE 2019 EVENT SCHEDULE

REOCCURRING EVENTS:

- Live Music
 - Wednesday (6pm-9pm) SEASON ONLY | November 21 – May 8th
 - Select Wednesdays during season for themed evening entertainment (i.e. “wine-down” etc.)
 - Thursday (6pm-10pm) SEASON ONLY | November 29 – May 16th
 - Identified Thursday monthly for themed entertainment (i.e. throwback Thursday promotion, potential vendor market, etc.)
 - Friday (6pm – 10pm), except for Monthly Movie on the Waterfront or other community event
 - Music typically includes: Country, Jazz, Folk, Top 40, Pop
 - Movie’s include: Toy Story, Frozen, Moana, Elf, etc.
 - Saturday (6pm-10pm)
 - Entertainment or community event requiring amplification
 - (Sinatra, country, top 40)
 - Sunday (12pm-4pm)
 - In coordination with the weekly Farmer’s Market and Sunday activities
- Monthly Movie on the Waterfront
 - Currently scheduled for 4th Friday of every month (6pm-10pm)
- Classic Car Show along the waterfront
 - Currently scheduled for 4th Saturday of every month (6pm-9pm)
 - Type ‘D’ road closure
- Sunday – Waterfront Market with local artisans (10am – 3pm)
- Sunday – Free yoga classes (10:30am – 11:30am) requires microphone / amplification

JANUARY 2019

- New Year’s Day Yoga in amphitheater Monday, January 1st | 10am-12pm
- Family Friendly “Pirate Fest” – January 5th | 10 am – 4pm

FEBRUARY 2019

- 3rd Annual Paddlefest with Marine Industries – February 9th | 9am-5pm
- Chinese New Year with Dragon Boat Display February 5th | 12pm – 4pm
- Valentine’s Day Scavenger Hunt – Thursday, February 14th | 5pm – 8pm
- Charity Yoga Class in the amphitheater – February 23rd | 10am

MARCH 2019

- Chasin’ A Dream Foundation Charity Walk - Friday, March 1st | 6pm – 10pm
 - Charity walk through Harbourside
 - Type ‘D’ road closure, less than 500 people attend
- St. Patrick’s Day Celebration – Sunday, March 17 | 6pm-10pm

APRIL 2019

- Spring Fashion Show – April 26th | 7pm-10pm
- EG2 Catwalk Fashion Show – Saturday, April 20th | 3pm – 5pm
 - Fashion show with local students showing homemade outfits
- Crossfit class in the amphitheater | April 27th | 10am

MAY 2019

- Mother's Day Fashion Show – May 3rd | 6pm-8pm
- Calaveras' Cinco de Mayo Holiday Celebration – May 5th | 6pm-10pm
 - Type "C" Road Closure

JUNE 2019

- 4th Annual Glow with the Flow Yoga Event – June 14th | 6pm – 8pm
- Father's Day Ferrari Car Show – June 16th | 3pm-7pm
- Kids storybook telling in the amphitheater – June 29th | 10am

JULY 2019

- July 4th - Independence Day Celebration with Pyrotechnic fireworks from rooftop
- Ballroom Dancing Contest – all ages July 21st | 2pm – 6pm
- CrossFit in the Amphitheater - July 20th | 10am

AUGUST 2019

- Back to School and Teacher Appreciation Festival – August 2nd – 4th | 12pm – 4pm
- Big Dog Ranch Rescue Furry Festival – August 25th | 12pm – 4pm

SEPTEMBER 2019

- 5th Annual Chasen'Tailz Fishing Tournament, September 7th | 10am – 6pm
- Peace Day Yoga Full Moon event – September 12th | 7pm – 9pm

OCTOBER 2019

- Pumpkin Bash -October 19 | 11am-3pm
 - Family fun day with costume contest, raffle items, candy and pumpkin patch
- Downtown's Go Pink with Susan G Komen – October 18th | 5pm
 - Community fundraiser in the amphitheater with music

NOVEMBER 2019

- CrossFit in the amphitheater – November 3rd | 10am
- Election Day and Hula Hoop Contest – November 5th | 12pm – 4pm
- 4th Annual Holiday Tree Lighting -November 16th | 6pm – 10pm
 - Community event

DECEMBER 2019

- Palm Beach Holiday Boat Parade
 - Saturday, December 7st | 6pm – 10pm
 - Type 'C' Road Closure
 - *Permitted Event with TOJ providing Police for established community-wide event and Indiantown Road Bridge Opening for duration of parade*
- Annual Holiday Choir Sing-off | Friday, December 6 | 6pm – 9pm
 - Listen to the sounds of the holidays from community school groups as they compete in a Holiday Choir Sing-Off
- Annual Jupiter Jingle Jog | Friday, December 13 | 5pm – 7pm
 - Community 1 mile fun run
- Countdown to 2020 | December 31 | 6pm – 12:30am
 - Community Event with low-fallout Fireworks launched from rooftop of north parking garage

Other Annual Events with Fluctuating Dates

Additional events happening throughout the year consist of community events that could require, or often not require, amplification taking place in 'Site Map Location's A & B' for events and fundraisers will include, but not limited to:

- Susan G. Komen
- Cystic Fibrosis Foundation
- Chasentailz Foundation
- Chasin A Dream Foundation
- Adele Bradley Foundation
- Austinblu Foundation
- Crossfit Palm Beach
- Tow Boats US
- Anglers for Autism
- North Palm Beach Chamber of Commerce

* Event dates and times are subject to change based on weather, vendor cancellations and/or other operational logistics within the guidelines of Resolution 2-13

** Alcohol sales through on-site tenants and/or approved vendors with proper licensing will take place during certain age-appropriate events. Consumption will be limited to the physical site location boundaries of the event and proper signage provided at necessary perimeter boundaries.

HARBOURSIDE PLACE 2019 EVENT SCHEDULE

REOCCURRING EVENTS:

- Live Music
 - Wednesday (6pm-9pm) SEASON ONLY | November 21 – May 5th
 - Alternating Wednesday's during season for themed Wednesday evening entertainment
 - Thursday (6pm-10pm) SEASON ONLY | November 21 – May 5th
 - Identified Thursday monthly for themed entertainment (ie. throwback Thursday promotion, potential vendor market, etc)
 - Friday (6pm – 10pm), except for Monthly Movie on the Waterfront or other community event
 - Every Saturday (6pm-10pm)
 - Entertainment or community event requiring amplification
 - Every Sunday (12pm – 4pm)
 - In coordination with the weekly Farmer's Market
- Monthly Movie on the Waterfront
 - Currently scheduled for 4th Friday of every month (6pm-10pm)
- Classic Car Show along the waterfront
 - Currently scheduled for 4th Saturday of every month (6pm-9pm)
 - Type 'D' road closure
- Every Sunday – Waterfront Market with local artisans (10am – 3pm)
- Every Sunday – Free yoga classes (10:30am – 11:30am) requires microphone / amplification

JANUARY 2019

- New Year's Day Yoga in amphitheater Monday, January 1st | 10am-12pm
- Family Friendly "Pirate Fest" – January 5th | 10 am – 4pm

FEBRUARY 2019

- 3rd Annual Paddlefest with Marine Industries – February 9th | 9am-5pm
- Chinese New Year with Dragon Boat Display February 5th | 12pm – 4pm
- Valentine's Day Scavenger Hunt – Thursday, February 14th | 5pm – 8pm

MARCH 2019

- Chasin' A Dream Foundation Charity Walk
 - Friday, March 1st | 6pm – 10pm
 - Charity walk through Harbourside
 - Type 'D' road closure, less than 500 people attend
- St. Patrick's Day Celebration – Sunday, March 17 | 6pm-10pm

APRIL 2019

- Spring Fashion Show – April 26th | 7pm-10pm
- EG2 Catwalk Fashion Show – Saturday, April 20th | 3pm – 5pm
 - Fashion show with local students showing homemade outfits

MAY 2019

- Mother's Day Fashion Show – May 3rd | 6pm-8pm
- Calaveras' Cinco de Mayo Holiday Celebration – May 5th | 6pm-10pm
 - Type "C" Road Closure

JUNE 2019

- 4th Annual Glow with the Flow Yoga Event – June 14th | 6pm – 8pm
- Father's Day Ferrari Car Show – June 16th | 3pm-7pm

JULY 2019

- July 4th - Independence Day Celebration with Pyrotechnic fireworks from rooftop
- Ballroom Dancing Contest – all ages July 21st | 2pm – 6pm

AUGUST 2019

- Back to School and Teacher Appreciation Festival – August 2nd – 4th | 12pm – 4pm
- Big Dog Ranch Rescue Furry Festival – August 25th | 12pm – 4pm

SEPTEMBER 2019

- 5th Annual Chasen' Tailz Fishing Tournament, September 7th | 10am – 6pm
- Peace Day Yoga Full Moon event – September 12th | 7pm – 9pm

OCTOBER 2019

- Pumpkin Bash
 - October 19 | 11am-3pm
 - Family fun day with costume contest, raffle items, candy and pumpkin patch

NOVEMBER 2019

- Election Day and Hula Hoop Contest – November 5th | 12pm – 4pm
- 4th Annual Holiday Tree Lighting
 - November 16th | 6pm – 10pm

DECEMBER 2019

- Palm Beach Holiday Boat Parade
 - Saturday, December 7st | 6pm – 10pm
 - Type 'C' Road Closure
 - *Permitted Event with TOJ providing Police for established community-wide event and Indiantown Road Bridge Opening for duration of parade*
- Annual Holiday Choir Sing-off
 - Friday, December 6 | 6pm – 9pm
 - Listen to the sounds of the holidays from community school groups as they compete in a Holiday Choir Sing-Off
- Annual Jupiter Jingle Jog
 - Friday, December 13 | 5pm – 7pm
 - Community 1 mile fun run
- Countdown to 2020
 - December 31 | 6pm – 12:30am
 - Community Event with low-fallout Fireworks launched from rooftop of north parking garage

* Event dates and times are subject to change based on weather, vendor cancellations and/or other operational logistics within the guidelines of Resolution 2-13

** Alcohol sales through on-site tenants and/or approved vendors with proper licensing will take place during certain age-appropriate events. Consumption will be limited to the physical site location boundaries of the event and proper signage provided at necessary perimeter boundaries.

Bring the issue up at Tuesday's council meeting.

Sent via BlackBerry by AT&T

-----Original Message-----

From: "Jim Kuretski" <JimK@jupiter.fl.us>

Date: Thu, 20 Mar 2008 19:15:22

To: "Andy Lukasik" <AndyL@jupiter.fl.us>

Subject: Objections to Property Sale RFP approach

I remain very concerned about the RFP approach being used for the sale = of the Town's First Union property.
=A0

The RFP appears to have been crafted to closely match/coincide with the = current Harborside Development Plan.=A0=A0 Refer to the Comparisons = Summary Overview that follows below.

=A0

It certainly seems like the=A0Town is endeavoring to (a) support=A0the = Harborside Project Plan,=A0(b) fit the Harborside Developer's=A0project = financing desires and (c) help subsidize construction of the Harborside = project.

=A0

The proposed RFP=A0will not yield=A0competitive bid proposal(s) = because=A0no=A0one other than the Harborside Developer or an affiliated = company could be expected to invest the needed efforts to submit a bid = proposal that meets the RFP requirements.

=A0

Please be advised that I OBJECT to the Property Sale RFP approach.=A0=A0 = In my opinion, it does not serve the public interests and it seems to = make a foregone conclusion to many Harborside Development issues that = should be decided by the Town Council during a=A0Public Hearing(s) = process.

=A0

Jim Kuretski

Town Councilor - North District

=A0

Comparisons: Harborside Development Plan vs. Town of Jupiter RFP=A0

=A0

Harborside Plan - Bldg 5 (use of Town Property):

- * 627 parking spaces
- * 12,550 SF Retail (4,750 SF National Retail +=A07,800 SF Local = Retail)
- * 28,000 SF Office
- * 1,200 SF=A0Offices (Town of Jupiter)
- * Public Restrooms

The draft=A0RFP for land lease or sale=A0Town of Jupiter's First = Union=A0Property requests proposals for development and operation or a = FOR-PROFIT PARKING GARAGE WITH A COMMERCIAL AND CULTURAL COMPONENT with = the following design criteria physical features description:

- * traffic concurrency
- * For-profit 500 space parking structure (a percentage available for use = by the adjacent property owner to stimulate development)
- * Min. 12,000 SF Retail

- * Min. 29,000 SF Office
- * Min. 1,200 SF Town office/storage
- * Min. 2,500 SF Cultural exhibit/office
- * Public Restrooms

Jupiter to solicit ideas for Riverwalk garage

By ANA X. CERON

<[http://www.palmbeachpost.com/localnews= /content/north/epaper/2008/03/20/mailto:ana_ceron@pbpost.com](http://www.palmbeachpost.com/localnews=/content/north/epaper/2008/03/20/mailto:ana_ceron@pbpost.com)>

Palm Beach Post Staff Writer

Thursday, March 20, 2008

JUPITER — A 500-car parking garage for Riverwalk is in the works.

The town council agreed Tuesday to ask developers to pitch ideas for building and running a parking garage on a prime 1.5-acre site the town owns on Coastal Way. Proposals are due May 30.

Officials are offering to sell or lease the property, though some council members prefer a long-term lease.

"I really like that it keeps us involved in the operation of the property and we remain a partner through the highs and lows of whatever future development may occur," Councilwoman Wendy Harrison said.

The request for proposals calls for a "for-profit" garage with at least 500 spaces that would provide public parking during Riverwalk events. The project would also include commercial space for shops and offices, and 2,500 square feet for a "cultural exhibit or office."

The town purchased the site years ago, hoping to use it to jump-start the Riverwalk project's northern section.

The unfinished 2.5-mile path meanders along the Intracoastal Waterway to the Jupiter Inlet. Completing the public walkway depends on developer contributions.

The Burt Reynolds & Friends Museum currently sits on the town-owned site. No decision has been made as to where the museum would relocate.

The property is also adjacent to the proposed Harbourside entertainment district site. Developer Nick Mastroianni wants to build a complex of shops, restaurants and offices, and has had his sights set on the town site to help provide parking.

Resident Philip Cipolla objected to the town offering its property for a parking garage that he said would bail out Harbourside. He said developers should provide their own on-site parking.

The retired architect also criticized Harbourside, saying it is too bland and won't draw visitors.

"So far, Riverwalk, in my mind, has been a failure, and this is our hope," Cipolla said of the proposed entertainment district.

"If we can hope and do it, good," he said. "If not, let's not talk about Riverwalk anymore."

From: [Todd Wodraska](#)
To: [Sally Boylan](#)
Subject: Re: Freedom of Information Act Request: Todd R. Wodraska Last 200 Pages of Emails With "Mastroianni"
Date: Saturday, December 15, 2018 9:38:28 AM

Ok thx

Sent from my iPhone

On Dec 15, 2018, at 8:47 AM, Sally Boylan <SallyB@jupiter.fl.us> wrote:

Good morning,

For your information, below is a public records request requesting emails to/from Todd Wodraska containing "Mastroianni". This request will be handled per our standard procedures & I will touch base with you prior to the release of any records.

Muckrock.com is a very active records requestor throughout the State. Please, let me know if you would like any additional info. My cell is 758-1511. Thank you, Sally

Sent from my iPad

Begin forwarded message:

From: <66184-58106277@requests.muckrock.com>
Date: December 15, 2018 at 12:17:59 AM EST
To: <Sallyb@jupiter.fl.us>
Subject: Freedom of Information Act Request: Todd R. Wodraska Last 200 Pages of Emails With "Mastroianni"

Jupiter Mayor's Office
FOIA Office
210 Military Trail
Jupiter, FL 33458

December 15, 2018

To Whom It May Concern:

Pursuant to the Freedom of Information Act, I hereby request the following records:

I would like to obtain the last 200 pages of emails sent to, from, or copied to Todd R. Wodraska that contain the non-case-sensitive key-string "Mastroianni"

You may start with the most recent email (as of the time you receive this request). Convert this email to PDF and then proceed to the immediately prior email until 200 pages of emails have been produced.

I request that you ignore spam, junk mail, or newsletters.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 20 business days, as the statute requires.

Sincerely,

Taylor Amarel

Filed via [MuckRock.com](https://www.muckrock.com)

E-mail (Preferred): 66184-58106277@requests.muckrock.com

Upload documents directly:

https://www.muckrock.com/accounts/agency_login/jupiter-mayors-office-12411/todd-r-wodraska-last-200-pages-of-emails-with-mastroianni-66184/?email=Sallyb%40jupiter.fl.us&uuid-login=5361ff24-764b-4e8e-aa6d-b8a108812766#agency-reply

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News

DEPT MR 66184

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

Harbourside Place LLC
115 Front Street, Suite 300
Jupiter, FL 33477
Attn: Mr. Nicholas Mastroianni III

RE: Offer to resume mediation of ongoing disputes regarding the operation of the Amphitheater at Harbourside Place

Dear Nicholas:

The Town of Jupiter (the "Town") is encouraged by the ongoing dialogue regarding potential resolution of the ongoing dispute between Harbourside Place LLC ("HBP") and the Town regarding the operation of the Amphitheater at Harbourside Place. I believe it to be beneficial for HBP and the Town to attempt mediation again in an effort to reach a global resolution of the dispute.

The Town agrees that Rodney Romano of Matrix Mediation would be the most qualified mediator, given that Mr. Romano previously served as mediator between the parties in 2016 and is familiar with the dispute. The mediation would be governed by the same procedures and privileges as previously agreed to. The goal of the mediation would be to reach a settlement acceptable to both parties that could be brought before the Town Council for its consideration and approval.

The Town proposes that we commence mediation, if at all possible, November 26-28, 2018. Please have your counsel reach out to Matrix Mediation and Lyman Reynolds to coordinate. We appreciate the spirit of our ongoing discussions and look forward to working with HBP toward possible resolution of the ongoing dispute. Thank you.

Yours Very Truly,

Matt Benoit

From: [Todd Wodraska](#)
To: [Matt Benoit](#)
Subject: FW: Re mediation
Date: Wednesday, November 7, 2018 3:15:01 PM
Attachments: [Draft Letter from Town Manager to HBP re. mediation\[3\].docx](#)

See attached, HBS is saying they need a letter like this schedule...tw

From: Nicholas Mastroianni III [nicholas@usifund.com]
Sent: Wednesday, November 07, 2018 3:07 PM
To: Todd Wodraska
Subject: Re mediation

Hi – attached is a draft that my counsel just sent. He’s a little “fluffy” and I didn’t edit it so please have Matt consider it as an outline of what’s needed regarding authority for us to reach out and setup mediation.

Thank you again.

*All information in this email, as well as any attachments and/or references, are highly confidential and not to be shared with anyone other than the original intended recipient. If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately by return email, and do not use or disseminate such information. All information in this email, as well as any attachments and/or references herein, shall not constitute an offer to sell or a solicitation of an offer to buy any interest in any security or any security derivative products of any kind, or any type of trading or investment advice, recommendation or strategy. No offer to sell or solicitation of an offer to buy an interest in any security [or other such product may be made to a prospective subscriber (i) until a copy of the applicable subscription materials have been provided to and reviewed by such prospective purchaser, which must be completed and returned in accordance with the terms thereof, (ii) unless made exclusively outside the United States to a prospective subscriber who is a non-U.S. citizen or non-U.S. permanent resident in accordance with Regulation S of the Securities Act of 1933, as amended; and (iii) in any jurisdiction in which such offer or solicitation is unlawful. Any representations to the contrary are unlawful. * U.S. Immigration Fund, LLC and its related companies are not affiliated with, nor agencies of, the United States Government.